

THE CITY OF WHITTIER

Gateway to Western Prince William Sound

P.O. Box 608 • Whittier, Alaska 99693 • (907) 336-1490 • Fax (907) 472-2404

**WHITTIER CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 17, 2018
AT 7:00 PM
COUNCIL CHAMBERS
3rd fl. PUBLIC SAFETY BUILDING**

Page #

AGENDA

1. CALL TO ORDER

2. OPENING CEREMONY

3. ROLL CALL

- A. Council Members Present
- B. Administration Present

4. APPROVAL OF MINUTES

- A. June 19, 2018, Regular Meeting Minutes
- June 26, 2018, Special Meeting Minutes

5. APPROVAL OF REGULAR MEETING AGENDA

6. MAYOR'S REPORT

- A. Mayor Report – Daniel Blair
- B. Vice Mayor Report – David Pinguoch

7. MANAGER'S REPORT

- A. Acting City Manager's Report – Annie Reeves
- B. City Attorney's Report – Holly Wells
- C. School District Report – Lindsey Erk
- D. Directors' Reports
 - 1. Finance Officer Report – John Janik
 - 2. Harbormaster Report – Kyle Sinclair
 - 3. Public Safety Report – Greg Russell
 - 4. Public Works Report – Scott Korbe

8. COMMISSION/COMMITTEE REPORTS

- A. Planning Commission
- B. Port & Harbor Commission
- C. Parks & Recreation Committee
- D. Prince William Sound Aquaculture Corp.
- E. Regional Citizen's Advisory Council

9. CITIZEN'S COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

**10. APPROVAL OF THE CONSENT AGENDA
LIQUOR LICENSE TRANSFER OF OWNERSHIP**

From Whittier Inn to Whittier Lodging, LLC - 4924

11. PUBLIC HEARINGS (NON-ORDINANCE)

12. PRESENTATIONS

13. ORDINANCES

Introduction (1st reading)

14. PUBLIC HEARING (2nd reading)

15. RESOLUTIONS

- 48 A. Res. 16-2018 – A resolution of the City of Whittier in support of Whittier Manor acquiring fee ownership of its leased grounds from the Alaska Railroad Corporation, provided the City receives compensation for the City's leasehold interest**
- 50 B. Res. #17-2018 – A resolution of the City Council of the City of Whittier Alaska, Supporting the designation of the 1964 Earthquake Memorial Monument as a commemorative landmark in the Triangle Area on Harbor Road**
- 51 C. Res. #18-2018 – A resolution of the City Council of the City of Whittier, Alaska consenting to the assignment of the lease agreement for Lots 3, 4, and 5 of the Whittier Triangle Business Area from Gordon P. Heddell and Marilynn Heddell L. Tonn, and authorizing the Acting City Manager to execute consent documents**
- 87 D. Res. #19-2018 – A resolution of the City Council of the City of Whittier, Alaska, appointing the City election officials for the October 2, 2018 Regular City Election**
- 88 E. Res. #20-2018 – A resolution of the City Council of the City of Whittier, Alaska, authorizing the issuance of a series of Harbor Revenue Bonds in the principal amount of not to exceed \$4,400,000 and to appropriate \$1,000,000 for the purpose of financing the design, construction and acquisition of Harbor and related capital improvements; establishing the terms of the Bonds; and authorizing the sales of the Bonds.**

16. EXECUTIVE SESSION

17. UNFINISHED BUSINESS

18. NEW BUSINESS

19. COUNCIL DISCUSSION

20. CITIZEN'S DISCUSSION

21. COUNCIL AND ADMINISTRATION'S RESPONSE TO CITIZEN'S COMMENTS

22. ADJOURNMENT



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**WHITTIER CITY COUNCIL
REGULAR MEETING
TUESDAY JUNE 19, 2018
7:00 PM
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING**

MINUTES

1. CALL TO ORDER

Mayor Daniel Blair called the meeting to order at 7:00 p.m.

2. OPENING CEREMONY

Mayor Daniel Blair led the Pledge of Allegiance.

3. ROLL CALL

- A. Council members present and establishing a quorum:** Monty Irvin,
Dave Dickason, Dave Pinquoch, and Daniel Blair.

MOTION: Dave Pinquoch made a motion to excuse Debra Hicks, Victor Shen and Peter Denmark from tonight's meeting.

SECOND: Dave Dickason

DISCUSSION: None

VOTE: Motion passed unanimously

B. Administration Present:

Annie Reeves, Acting City Manager
Naelene Matsumiya, City Clerk
John Janik, Finance Officer
Holly Wells, City Attorney

Kyle Sinclair, Harbormaster
Greg Russell, Acting Police Chief

Others Present:

David Goldstein, Todd Perez, David Schofield, Bula Scofield, Greg Clifford, George Kalli,
Brand Phillips and Don Stevens

4. APPROVAL OF MINUTES

May 22, 2018 Regular Meeting Minutes and May 30, 2018 Special Meeting Minutes

MOTION: Dave Pinquoch made a motion to approve the May 22, 2018 Regular Meeting Minutes, and May 30 Special Meeting Minutes as they are.

SECOND: Dave Dickason

DISCUSSION: None

VOTE: Motion passed unanimously

5. APPROVAL OF THE REGULAR MEETING AGENDA

MOTION: Dave Pinquoch made a motion to approve the Regular Meeting Agenda with amendments.

SECOND: Dave Dickason

DISCUSSION: Add a plaque honoring David Schofield to 12. Presentations and move agenda item under Unfinished Business to 12. A. Presentations.

VOTE: Motion passed unanimously

6. MAYOR'S REPORT

A. Mayor Report

Dan Blair gave a brief update on the Delong Dock stating that the City is now signing the closing documents over ownership. He mentioned the Worksession from the previous night where Council discussed the amendments in the Personnel Code with the Administration.

B. Vice Mayor Report by Vice Mayor Dave Pinquoch

None

7. MANAGER'S REPORT

A. Acting City Manager's Report- Annie Reeves

See written report in original packet

Annie Reeves gave a brief update on the Delong Dock transfer.

B. City Attorney's Report – Holly Wells

Holly Wells reported on the following:

- Grisham vs. Officer Casselman and the Municipality of Anchorage; Dismissal and conclusion
- Resolution Regarding Whittier Manor Lease
- Parks and Recreation Volunteer Day Participation

C. School District Report

Nothing new to report

D. Director's Reports

1. Financial report – John Janik

See written report in original packet.

2. Harbormaster Report – Kyle Sinclair

Nothing new to report

3. Public Safety Report – Greg Russell

Greg Russell reported on the following:

- Transition from BTI office to the Public Safety Building
- Speed Bump issues being fixed
- Supplies for Fire and EMS
- Progress in Girdwood
- Tunnel activity
- Personnel update and changes

4. **Public Works Report – Scott Korbe**
Nothing new to report

8. COMMISSION/COMMITTEE REPORTS

A. Planning Commission

Nothing new to report

B. Port & Harbor Commission

Greg Clifford reported on the following:

- Port and Harbor's June 12th Special Meeting
- Moving the C & D connector float back to where it was originally
- Planning a Special Meeting for August

C. Parks & Recreation Committee

Dave Dickason reported on the following:

- Volunteer Day and the progress on the trails.
- Meeting with Kenai Mountains-Turnagain Arm Natural Heritage Area

D. Prince William Sound Aquaculture Corp.

Nothing new to report

E. Regional Citizen's Advisory Council

Nothing new to report

9. CITIZENS COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

None

10. APPROVAL OF CONSENT CALENDAR

None

11. PUBLIC HEARINGS (NON-ORDINANCE)

None

12. PRESENTATIONS

Dan Blair made a presentation, honoring David Schofield for his service as the City of Whittier's Chief of Police. A plaque was awarded to Dave Schofield.

A. George Kalli of the U.S. Army Corps of Engineers gave a presentation on the studies at the Head of the Bay and the reasons they are requesting additional funds.

13. ORDINANCES

Introduction (1st reading)

Ordinance #04-2018 - An Ordinance of the City of Whittier, Alaska, amending Whittier Municipal Code in regard to City Elections by adopting a new elections code to allow for candidates to file a declaration of candidacy to place their name on the ballot; by adopting a new title 4 Elections, Chapter 4.04 General Provisions, Chapter 4.08 Voter Qualification, and Chapter 4.12 Candidates; amending Section 2.06.010 Incorporation of State and Federal law, 2.04.030 Qualifications, and 2.04.040 Terms; and repealing sections 2.06.10 – 2.06.060 and 2.04.050 Organization meeting, all related to candidates, filing for office and related election

requirements; and to allow the City a more efficient and effective way to operate City elections.

MOTION: Dave Pinquoch made a motion to introduce and schedule a second hearing for Ord. #04-2018 on June 26, 2018.

SECOND: Dave Dickason

DISCUSSION: None

VOTE: Motion passed unanimously

14. PUBLIC HEARING (2nd reading)

None

15. RESOLUTIONS

A. Res. #14-2018 – A resolution of the City of Whittier, Alaska amending the classification chart for the City to remove all director positions that are currently unfilled by either full-time or interim employees from that chart and require the new contracted City Manager to propose revisions to classifications, organizations, and funded positions with the City of Whittier.

MOTION: Dave Dickason

SECOND: Dave Pinquoch

DISCUSSION: Dave Dickason stated that after discussion with the administration, the resolution doesn't need to be adopted. Dan Blair stated that there was a conflict regarding certain positions that were never filled. Annie Reeves stated that as of today the position of interim Director of Administration has been filled and that the City is compliant with the Code. Holly Wells confirmed. Discussion followed.

VOTE: Motion failed unanimously

16. EXECUTIVE SESSION

None

17. UNFINISHED BUSINESS

A. U.S. Army Corps of Engineers Request for Additional Funds Regarding Head of the Bay Project

Item moved to 12. Presentations.

18. NEW BUSINESS

A. Earthquake of 1964 Commemorative Monument

Topic was briefly discussed. Holly Wells stated that more information was needed.

B. Bonds for Bellingham Marine Industries Inc. Harbor Reconstruction Phase III

Kyle Sinclair presented possibilities for funding and the different options available to the City of Whittier. The C & D connector float was discussed as well as getting power on Whiskey float.

MOTION: Dave Pinquoch made a motion to allow the City to move forward with the Harbor Project with bonding as stated near the \$4.4 million and moving the head walk south to connect it straight forward and not moving forward with electric on Whiskey float.

SECOND: Dave Dickason

DISCUSSION: Dan Blair asked if the bonding was a fallback. David Pinquoch replied that the bonds can be cancelled if the City gets the grants, but this will move the project forward. Discussion ensued.

VOTE: Motion passed unanimously

19. COUNCIL DISCUSSION

Annie Reeves asked if she can present a Grievance Procedure Update to the Council. Council allowed it.

Dave Dickason mentioned the generator for the Public Safety Building and the state of the P-12 Building

20. CITIZEN'S DISCUSSION

21. COUNCIL AND ADMINISTRATION'S RESPONSE TO CITIZEN'S COMMENTS

22. ADJOURNMENT

All were in favor of adjourning the meeting at 9:02 p.m.

ATTEST:

Naelene Matsumiya
City Clerk

Daniel Blair
Mayor



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**WHITTIER CITY COUNCIL
SPECIAL MEETING
TUESDAY, JUNE 26, 2018
6:00 PM
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING**

MINUTES

1. CALL TO ORDER

Mayor Daniel Blair called the meeting to order at 6:00 p.m.

2. OPENING CEREMONY

Mayor Daniel Blair led the Pledge of Allegiance.

3. ROLL CALL

A. Council members present and establishing a quorum:

Dave Dickason, Dave Pinquoch, Peter Denmark, Monty Irvin and Daniel Blair

B. Council Members Absent:

Victor Shen and Debra Hicks

C. Administration Present:

Naelene Matsumiya, City Clerk

Johnny Janik, Finance Officer

Kyle Sinclair, Harbormaster

Greg Russel, Interim Police Chief

Others Present: David Goldstein and Don Stevens

4. APPROVAL OF THE SPECIAL MEETING AGENDA

MOTION: Dave Pinquoch made a motion to approve the June 26 Special Meeting agenda with amendments.

SECOND: Dave Dickason

DISCUSSION: Move item under Unfinished Business to 9. Resolutions

VOTE: Motion passed unanimously

5. CITIZEN'S COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

None

6. PRESENTATION

None

7. EXECUTIVE SESSION

None

8. ORDINANCE (Introduction)

A. Ord. #05-2018 – An Ordinance of the City of Whittier Alaska, amending Whittier Municipal Code in regard to the Grievance Procedure by repealing the current Article XIII, Grievance Procedure in its entirety and adopting the new Article XIII in its entirety.

MOTION: Dave Pinquoch made a motion to introduce Ord. #05-2018 and schedule a second hearing for the next regular scheduled meeting.

SECOND: Dave Dickason

DISCUSSION: Dan Blair stated that there are components of the ordinance that need modification. After a brief discussion, Council agreed.

VOTE: Motion failed unanimously

(2nd Reading, Public Hearing)

B. Ord. #04-2018 (A) – An Ordinance of the City of Whittier, Alaska, amending Whittier Municipal Code in regard to City Elections by adopting a new elections code to allow for candidates to file a declaration of candidacy to place their name on the ballot; by adopting a new title 4 Elections, Chapter 4.04 General Provisions, Chapter 4.08 Voter Qualification, and Chapter 4.12 Candidates; amending Section 2.06.010 Incorporation of State and Federal law, 2.04.030 Qualifications, and 2.04.040 Terms; and repealing sections 2.06.10 – 2.06.060 and 2.04.050 Organization meeting, all related to candidates, filing for office and related election requirements; and to allow the City a more efficient and effective way to operate City elections.

MOTION: Dave Pinquoch made a motion to open the public hearing for Ord. #04-2018 at 6:13 pm

SECOND: Dave Dickason

DISCUSSION: None

VOTE: Motion passed 4-1

Dave Goldstein pointed out grammatical errors in that when using the words *City* and *Council* as pronouns, they should be capitalized. He also mentioned the adding of the definition for *Resident* as the word “Domicile” was struck and *Resident* was added in its place, but the code lacked the definition. He stressed that “Resident” should have a tight definition.

No other public discussion.

MOTION: Dave Pinquoch made a motion to close the public hearing for Ord. #04-2018 at 6:27 pm and open discussion up to Council.

SECOND: Dave Dickason

DISCUSSION: None

VOTE: Motion passed unanimously

Dave Pinquoch mentioned that the code needs some retouching and quoted Dave Goldstein’s concerns. He pointed out “noon pm” and said that it should be amended to say 4 pm as it is more specific.

Peter Denmark commented that the procedure doesn’t need to be updated as of right now.

Council discussed further.

Dan Blair stated that the ordinance needs a few more revisions. Council agreed.

No other Council discussion.

MOTION: Dave Pinquoch made a motion to adopt Ord. #04-2018

SECOND: Dave Dickason

DISCUSSION: None

VOTE: Motion failed unanimously

9. RESOLUTION

Res. #15-2018 – A Resolution by the Whittier City Council Authorizing a payment of \$102,141.77 by July 18, 2018 from the CPV Funds to the U.S. Army Corps of Engineers for completion of the feasibility study for a breakwater and turning basin at the Head of Passage Canal

MOTION: Dave Pinquoch made a motion to adopt Res. #15-2018

SECOND: Monty Irvin

DISCUSSION: Dave Pinquoch read Resolution 26-2017. He asked the Council to consider if there will be benefits to the community and the City. He listed Smitty's Cove as an option as he explained further. Peter Denmark replied that the City is in the process of negotiating a land-swap with the Railroad regarding Head of the Bay. He said that with the changes that were made, Smitty's Cove has been rendered useless. Dan Blair commented on how this will look in the future and its benefits for the City then. Dave Dickason referenced the Comprehensive Plan.

Discussion followed.

VOTE: Motion passed 4-1

10. UNFINISHED BUSINESS

A. U.S. Army Corps of Engineer Request for Additional Funding regarding Head of the Bay Project

Topic was discussed at length in previous Agenda Item

11. NEW BUSINESS

None

12. COUNCIL DISCUSSION

Kristie Smithers joined the meeting telephonically to answer some questions the Council had during the Election Code Ordinance.

13. CITIZENS DISCUSSION

Dave Goldstein offered some comments about the Project at the Head of the Bay.

Don Stevens spoke about the changes made in the election code.

14. ADJOURNMENT

All were in favor of adjourning the meeting at 7:21 p.m.

ATTEST:

Naelene Matsumiya
City Clerk

Daniel Blair
Mayor

City Council
Special Meeting
June 26, 2018



ACTING CITY MANAGER REPORT CITY OF WHITTIER

To: Mayor, Council, and City Residents

From: Annle Reeves, Acting City Manager

Date: July 17, 2018

We are in the full swing of summertime and things are moving along. In addition to the items listed below, I have been assessing whether or not we are fully utilizing our resources in the best possible way. I will be working with our Directors to tighten up operations and ensure we are delivering the best possible customer service to both residents and visitors. Examples include better signage throughout town, beautifying our harbor district, cleaning up areas that have long been neglected, producing more professional publications, and streamlining our website. Again - these are just a tiny sample of what we will be working on as each of those examples can themselves be broken into several different components. In addition to those examples and our daily operations, I continue working diligently with the Directors to ensure we are running in a fiscally responsible manner, reducing waste and excess while taking care of issues. As always, I maintain an open door policy. If anyone has any issues, questions, or concerns - please know you are welcome to make an appointment to chat as I fully welcome feedback.

1. **Girdwood Public Safety Contract** - reviewed the contract. Greg Russell and I will set a meeting with Kyle Kelley to begin negotiating the terms for next year. I will report on changes within the contract as they become finalized.
2. **APEI Safety Training** - Cole Cummins, APEI Loss Control Manager, came July 11th to conduct a no-cost assessment of our safety needs. Dyanna Pratt and he will coordinate safety trainings for all staff to to keep staff healthy and whole while mitigating outstanding safety issues.
3. **APEI Safety Equipment Grant** - APEI offers reimbursement grants (up to \$5,000) for safety training or safety equipment. Public Safety, Public Works, and the Harbor all submitted applications for reimbursement of some much needed safety equipment.
4. **Regional Rail Response Training** - on August 20th this year, directors and some staff will attend this special, no cost to us training on coordinating and carrying out an emergency response to a derailment incident. We will be learning about which commodities are transported by rail, how to respond to a derailment incident (including collaborating with other government agencies), all while effectively managing resources. I want our City staff to be as prepared as possible to keep Whittier safe.

5. **Lease of BTI units 1507 and 1509** - entered into a lease with Whittier Seafood beginning July 8, 2018 through September 1, 2018. Rent amount is \$1400 per month per unit (prorated July and September) plus a \$1000 deposit per unit.
6. **Head of Bay Feasibility Study** - working on the best possible date to present the Corps' findings to Whittier given that we are in the full swing of summer and it is difficult to gather people during this season. I will share more information once we have a solid plan in place for the presentation.
7. **City Fuel Usage** - I am conducting an internal audit of fuel consumption by department. I will be looking at Public Safety, Public Works, and the Harbor to ensure we are maximizing efficient usage of our City resources. Any issues of excess consumption will be addressed and a plan made to streamline processes.
8. **Comprehensive Plan** - met with Kitty Farnham and members of Catalyst Consulting. I am waiting for their proposal but tentative steps include an admin team data gathering meeting on July 27th (will include all Directors, the Mayor, Peter Denmark, and Kelly Bender). From there, tentative plans include a Council work group and then a community-wide work session and information gathering period.
9. **NOAA Pink Salmon Fishery Disaster (for 2017) Allocation** - I am working with both our Federal and State lobbyists to advocate for and petition for a portion of the \$32 million slated for the PWS area. The Governor has full discretion as to who will receive funds so Kris Knaus (state lobbyists) is working to ensure the governor includes communities as an allocation category. Once the Governor agrees that communities can receive allocations, our lobbyists will ensure Whittier is listed so we can receive recompense for any lost fish tax revenues in 2017. To be prepared, we are calculating our losses by comparing the prior year's revenues to the disaster year's revenues.
10. **Kane County v. United States Opt-In for PILT Class Action Suit** - a lawsuit was filed on behalf of a Utah County against the Federal government for underpayment of PILT payments during FY15-17. This lawsuit was successful and the U.S. Court of Federal Claims handling the case certified it as a class-action lawsuit inviting all PILT recipients across the nation to be eligible to receive a portion of the settlement. PILT communities must opt-in to participate and the award is likely to be small (anywhere from \$100 to \$130,000) but as there are no legal fees or effects on future PILT payments, I opted in under the advisement of our Federal lobbyist as it is basically "free" money that should have been paid to Whittier.
11. **FY 2019 PILT Payments** - have been fully funded by the House and Senate Interior Appropriations Bills.
12. **DeLong Dock Use Permits** - worked with Kyle (Sinclair) in creating use permits for the dock as well as a tariff manual. These permits will be between the City and Whittier Seafood, Inlet Fish Producers, and Copper River Seafood.
13. **Ocean Dock Use Permit** - Whittier Seafood will receive an additional use permit for the Ocean Dock ensuring Alaska Marine Highway and Triangle operations are never impeded.
14. **Caselle** - Caselle is the City's financial software and I am waiting for a proposal from them to do some additional work in updating and cleaning up our finances. John inherited issues from four prior finance directors in three years and it is difficult to keep

up with day-to-day operations while trying to clean up prior year accountings. As we look forward to preparing the FY 2019 budget, it is necessary to have a crystal clear understanding of our finances. I will continue reporting on our progress as we proceed.

15. Director of Administration - this particular segment of my report is to be transparent and to elucidate to Council and our community that Whittier is behind industry standards in having a dedicated HR manager. Saying, "but we've never had one before." isn't reasonable nor logical as evidenced by the many personnel issues we have had to clean up from prior administrations. We have employee relations issues, employment law issues, and training and safety needs (both in terms of our staff and to be in legal compliance) to name a few outstanding areas. Another important factor is that current Directors don't have the capacity nor expertise required by the human resources field to address those and a multitude of other HR issues. Simply put - we have all this 'employee stuff' going on and no real people strategy in place to handle it today, or in the future. Compounding the problem is the fact that human resources is not an "easy" field to manage. We have an opportunity to do things right and to set things properly. Why would we choose to be stuck in the past? Why would we continue doing things in such a way that has a negative impact on our City? I would like to move towards making Whittier a model community. To that end, here is pertinent information I have considered:

- The City's greatest asset is it's staff. To thrive as an administration, the City must recruit, hire, and retain the best qualified people. If we don't act and function like a professional, capable, modern institution - how can we possibly hope to attract, hire, and retain professional, capable employees?
- Current industry standards hold that a human resources manager should be hired when an agency has between 16 and 22 employees.
 - i. Whittier has 27 employees.
- Staff would benefit from, and are excited about, having one knowledgeable and capable point-of-contact for all HR related issues.
 - i. This alone increases Director capacity to better focus on the jobs they were hired to do. Not worrying about subordinate employee personnel issues allows for concerted focus on Public Safety, Public Works, and Harbor issues that are outstanding.
- Human resources is governed by local, state, and federal laws. Complicating things even more is that these laws tend to be updated and/or changed annually.
- Areas to be managed (in no particular order):
 - i. Talent acquisition
 - ii. Talent retention
 - iii. Healthcare benefits management
 - 1. Health
 - 2. Dental
 - 3. Vision
 - 4. Short-term disability
 - 5. Long-term disability
 - 6. AFLAC

7. Ensuring fair market rates from insurance providers (meaning ensuring the City is paying as low a rate as possible for the best possible coverage for our staff)
8. Working towards reducing premiums through employee incentive participation
- iv. New employee onboarding
 1. Paperwork
 2. Testing
 3. Background investigations
 4. Calling references
 5. Benefits sign-ups
 6. Payroll
- v. Equal Employment Opportunity compliance
 1. Knowledge of standards and regulations governing this area of the law
- vi. Employee record-keeping
 1. Certifications
 2. Testing
 3. Health
 4. Performance evaluations
 5. Training certifications and/or classes
 6. Worker's comp
 7. Time and attendance
 8. Employee complaints
 - a. Any required follow-up for complaints
- vii. Compensation
 1. Ensuring competitive salaries
 2. Ensuring proper payroll procedures
 3. Advise on pay rate and/or pay scale changes
 4. Ensuring compliance with overtime pay standards
- viii. Benefits
 1. FMLA
 2. Leave
 3. Retirement/PERS
- ix. Fair Labor Standards Act
 1. New apprenticeship opportunities for 16 and 17 year olds (FY19)
 - a. This might be relevant in growing our local hiring pool
 2. Annual updates and opportunities for employers to expand workforce development
- x. Safety Training and Compliance
 1. Annual OSHA reporting
 2. Annual safety assessment to plan and develop safety training schedule for staff
 3. Safety training record keeping



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

From: John Janik, Director of Finance

To: Mayor Dan Blair & Whittier City Council

Via: Annie Reeves, Acting City Manager

Subj: Finance Report for July 17, 2018 reflecting closing activity as of May 30, 2018

Opening Comment: June was a busy month with extensive time dedicated to daily activity leaving little time to work on historical issues resulting in a briefer report compared to previous months.

Specific Comments:

1. With the exception of a few occasional residual questions from the auditors, it is believed the data collection aspect of the annual audit is complete.
2. The summarization of the monthly financial report seems to have been well-received, and beginning next month the addition of an investment performance tracking report, similar to that of the Water/Waste-water and Harbor Fund, will be included as well.
3. Below is the grant status updated as of the 2nd quarter and includes activity with regards to Shotgun Cove Road totaling \$55,307.35. No other grants have had activity.

State Grant Number	13-DC-508	15-DC-160	10-DC-32
Project Name	Shotgun Cove Road	Shotgun Cove Road	RR Station Improvements
Grant Amount	2,000,000.00	2,000,000.00	325,000.00
Expenditures to Date	1,731,321.95	59,400.00	63,389.15
Funds Remaining	268,678.05	1,940,600.00	261,610.85

Federal Grant No.	17-DG-11100410-033	DTEH70-03-A-17-0077/018
Project Name	Horsetail Falls Gate & Parking	Shotgun Cove Road
Grant Amount	40,255.00	7,000,000.00
Expenditures to Date	0	4,701,894.08
Funds Remaining	40,255.00	2,298,105.92

The duplicate reimbursement discovered during the annual audit has been offset by \$55,307.35 in second quarter activity. Once the remaining duplicate overpayment of \$262,904.28 has been refunded to the State of Alaska, the remaining available grant funding will be \$268,678.05. The issuance of the refund is currently determinant upon anticipated grant expenditures in the immediate future and further instruction by the granting agency.

4. As we are entering the second half of this year, budget preparation time is rapidly approaching. In addition to the traditional budget, several recommendations will be presented that should simplify the accounting process, reduce some work that is not duplicated, and provide greater transparency in financial activities.

Closing Comment: This report is shorter than most previous, but the summarized information should prove quicker to review and hopefully easier to understand.

End of Report

City of Whittier
Financial Status Summary
30-Jun-18

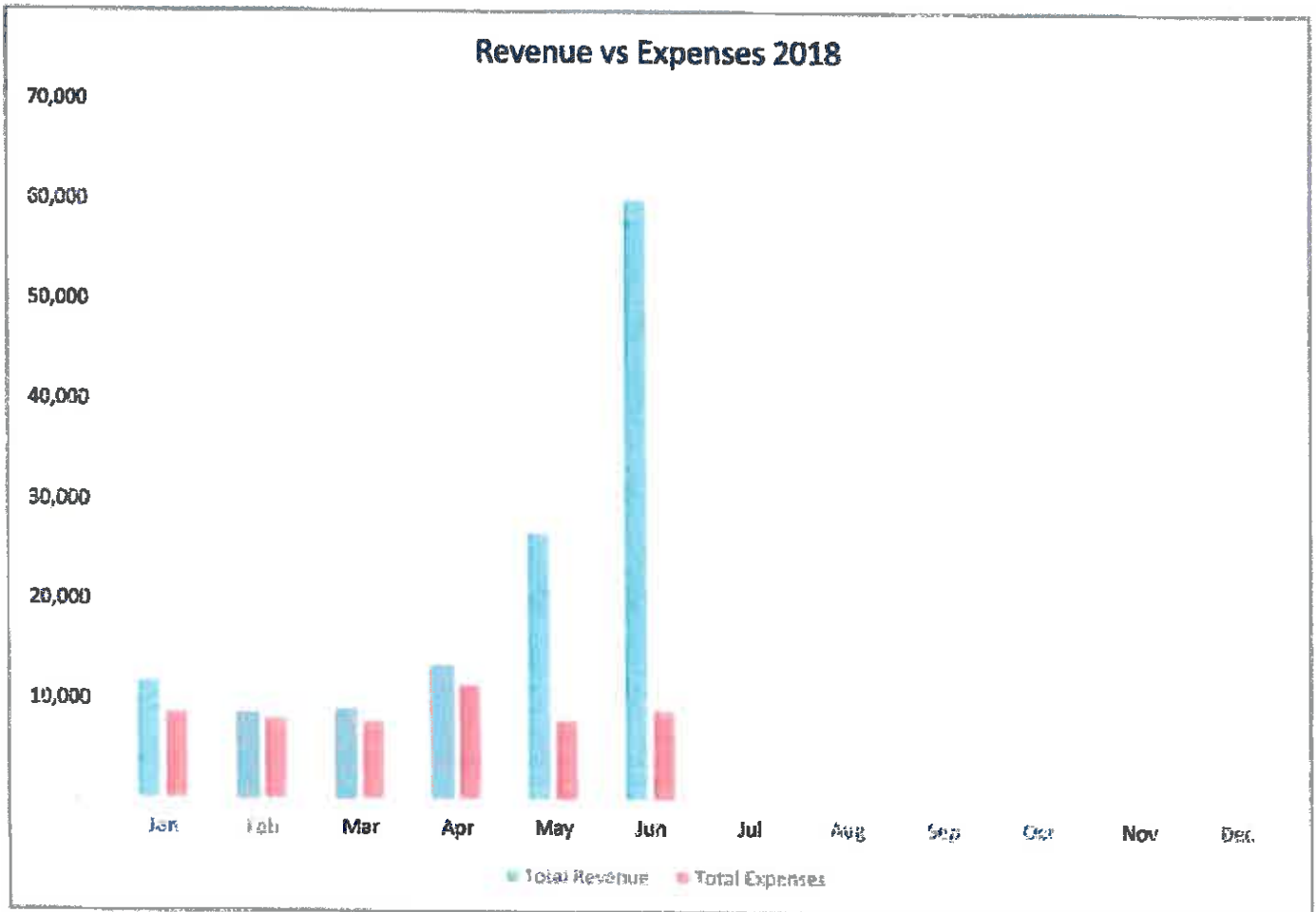
Cash-General Checking	500,000.00
Repurchase Agreement	2,201,727.95
Combined UBS Investments *	2,824,724.24
Total Funds Available	5,526,452.19

Note: Only one June statement had been received from UBS at the time of this writing

FNBA Repurchase Agreement	YTD Average Balance	2,319,872.22
FNBA Repurchase Agreement	Interest to Date	9,576.32
Actual YTD Return Based on Monthly Average		0.4128%
UBS Investment-1/01/17	2,776,973.27	
UBS Investments 5/31/18	2,824,724.24	
Dollar Growth over 18 months		47,750.97 or \$2,652.83/mo
Total % ROI-over 18 months		1.7195% or 0.096%/mo

	General Fund					Water-Works	Harbor
Revenue Budget Amount	2,764,503.00					354,100.00	1,458,850.00
Revenue Received this Period	76,360.92					60,070.23	103,727.16
Revenue Received YTD	393,408.89					147,657.75	939,616.42
Remaining Revenue	2,371,094.11					206,442.25	519,233.58
Percent Revenue Received	14.00%					41.70%	64.41%
Percent Revenue Remaining	86.00%					58.30%	35.59%
	Admin	Council	Public Safety	Public Works	Parks & Rec	Water-Works	Harbor
Expense Budget Amount	649,217.00	136,200.00	1,212,022.00	537,199.00	35,000.00	276,279.00	1,292,539.00
Expenses This Period	25,589.58	9,000.00	92,760.63	20,957.95	1,457.57	9,030.17	71,642.69
Expenses YTD	390,766.03	66,041.57	489,532.05	166,754.64	13,750.97	73,091.45	428,690.75
Expenses Remaining	258,450.97	70,158.43	722,489.95	370,444.36	21,249.03	203,187.55	963,848.25
Percent Expensed YTD	60.19%	48.49%	40.39%	31.04%	39.29%	26.46%	33.17%
Percent Expenses Remaining	39.81%	51.51%	59.61%	68.96%	60.71%	73.54%	74.57%

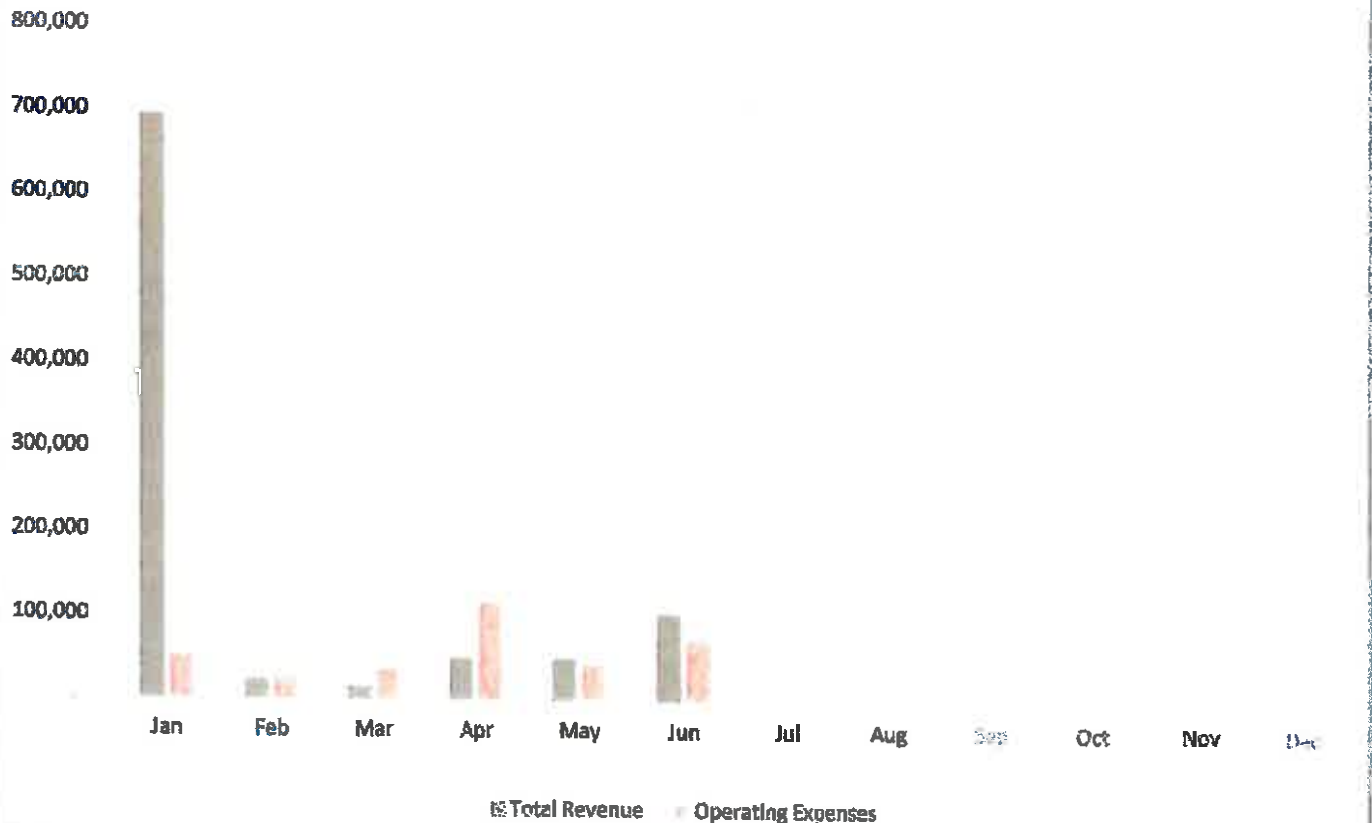
Water & Wastewater Fund Performance 2018													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Water	4,722.60	4,748.65	4,989.56	8,034.76	21,257.58	48,688.23							
Sewer	3,729	3,866	4,063	4,708	5,500	11,384							33,250
Other	3,445		-	732									4,176
Total Revenue	11,897	8,614	9,052	13,474	26,758	60,070							129,843
Total Expenses	8,825	8,196	7,874	11,524	7,987	9,030							53,437
Net Income (Loss)	3,072	417	1,158	1,950	18,770	51,040	-	-	-	-	-	-	76,406
Expenses Percent of Revenue	74%	95%	87%	88%	30%	15%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	41%



Small Boat Harbor Fund Performance 2018

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Revenue													
Services	684,385	14,628	6,042	40,689	41,189	95,474							882,408
Leases	9,219	9,219	9,219	9,219	9,219	8,339							54,435
Other	-			558	91	(86)							563
Total Revenue	693,604	23,848	15,262	50,467	50,499	103,727	-	-	-	-	-	-	937,406
Operating Expenses	52,653	27,534	37,047	116,556	44,088	71,643							349,521
Net Income (Loss)	640,951	(3,686)	(21,785)	(66,089)	6,411	32,084	-	-	-	-	-	-	587,885
Expense Percent of Revenue	8%	115%	243%	231%	87%	69%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	37%

Revenue vs Expenses 2018



NOTE 1: The January spike in revenue is due to the prepayment of annual preferred moorage agreements
 NOTE 2: The April spike in expenses is due to the semi-annual bond interest payment



CITY OF WHITTIER HARBOR

P.O. Box 639 Whittier, Alaska 99693
907-472-2327, ext 6; Fax 907-472-2472
E-Mail: harbormaster@whittieralaska.gov

July 11, 2018

From: Harbormaster
To: City Manager

Subj: Monthly Harbor Report

Administration:

- Continuing to work with Build Grant to cover completion of the small boat harbor renovation, refurbishing our City and Ocean docks, mitigating erosion issues, and replacing our boat lift
- Working with Tom Klinkner (city's original bond counsel) on Bond loan for completion of Harbor rebuild
- Completed documents and fee schedules for Ocean and DeLong Dock operations

Harbor:

- Day to day operational support in small boat harbor
- DeLong dock and Ocean dock tracking and day to day operations
- Inspection and replacement of all Fire Extinguishers for the small boat harbor, City Dock, DeLong Dock and Ocean Dock

Meetings attended:

- City Council meeting

Copy to:
File



THE CITY OF WHITTIER

Gateway to the Western Prince William Sound

PO Box 608, Whittier, Alaska 99693 (907) 336-1490 FAX (907) 472-2404



To: Annie Reeves, Acting City Manager
From: Greg Russell, Interim Director of Public Safety
Date: 7/12/18 *Greg Russell*
RE: Monthly Activity Report

PERSONNEL: Two (2) police officers have left the department, acquiring employment with other police agencies. Officer Wayne Miller's and Officer Rob Mallowney's last working day was 7/11/2018. Officer Miller accepted employment with the Wasilla Police Department and Officer Mallowney accepted employment with Anchorage Airport Police & Fire Department. Both officers served the communities of Whittier and Girdwood well and we wish them good success as they progress in the chosen profession of public service.

Mr. Chris Dominey accepted our conditional offer employment as a police officer and will be sworn in and begin on Monday, 7/16/2018. He graduated from APD police academy in June 2017 and will begin his Field Training with our department next week. He has an AA Degree Criminal Justice from New Mexico Military Institute (2009) and a BA Degree in Justice, with a minor in History from UAA (2013). He is a First Lieutenant in the U.S. Army National Guard and we look forward to integrating him in to our police department.

We continue to recruit and screen the applications received.

EQUIPMENT: Our diverse fleet of police vehicles are high-mileage and worn. Public Works Mechanic Geno Jilman is to be commended for keeping them on the road and running. He consistently demonstrates an ability to troubleshoot and diagnose mechanical issues as well as an ability to quickly repair (or replace) what needs to be done to get us back on the road. If not for Geno, our vehicles would be unserviceable.

Due to the high cost of ongoing maintenance issues and expensive repairs, fleet upgrade to newer police vehicles that come with warranties is recommended.

ACTIVITIES – EMS (June):

- 18 EMS calls
 - 9 Advanced life support
 - 9 Basic life support
- Fire
 - 3 Fire calls
 - 1 Search and Rescue

- 1 Fire
 - 1 False Alarm
- **Classes Conducted**
 - 1 CPR / AED
- **Personnel**
 - 7 members, with one scheduled to leave this Fall
- **Training**
 - We have concentrated on catching members up on required yearly training: HAZMAT Awareness, Blood Borne Pathogens, Basic Life Support and SCBA refresher. Because of the busy summer schedules of members, multiple sessions have been offered to accommodate.
 - Ambulance and Engine operations familiarization focused on for newer members and to refresh our more experienced.

ACTIVITIES – Police (June):

- **Girdwood:** We continue to fulfill our contractual obligation to provide police response to calls for service in Girdwood. The substation phone number (907-783-3223) has been published and is being utilized by that community. It is forwarded to the duty phone and answered by our police officers. The substation has been organized and equipped to be more serviceable for police while working in that community. Our working relationship with the Girdwood Volunteer Fire Department is solid and we enjoy the professional and positive interaction with them. Positive and regular feedback from the Girdwood Board of Supervisors and the Girdwood Police Advisory Committee helps focus our efforts to be responsive to their needs and expectations.

This year's Forest Fair was relatively uneventful for the Whittier Police Department. High visibility and prompt response to calls for service were appreciated by the event's hosts and guests. Event volunteers and security teams were effective and appreciated.

Animal complaints (nuisance bears in garbage) have resulted in increased efforts at public education and enforcement.

- **Whittier:** We continue to fulfill our contractual obligation for traffic control at the tunnel. High visibility and appropriate levels of enforcement have generated positive feedback from the tunnel authorities and personnel. Our tunnel officer recently arrested an early-morning DUI after a traffic stop and investigation, effectively reducing the likelihood of a motor vehicle accident caused by an intoxicated driver.

Allied public safety related agencies are finding our police department delivers prompt and professional assistance when requested. This month those agencies include the Alaska State Troopers, NOAA Fisheries, Alaska Department of Fish and Game, and the Alaska Court System for subpoena and protective order services.

Investigations – this month we've initiated or continued investigations of vehicle theft, sexual assault, and stolen property (a stolen firearm was recovered near the head of the bay).

Although not an exhaustive itemization of our activities, it is representative.

Thank you for the opportunity to be of service.

Memorandum

To: Annie Reeves - City Manager

From: Scott Korbe

Subject: Monthly Public Works Report

Date: July 11, 2018

During the past month the Publics Works Department has been focused on the following:

Sanitary Sewer

- Monthly Testing and Reporting
- Detention Facility – Sludge Judge.
- Summer Maintenance
- Service all remote restrooms

Water

- Hydrant Inspections
- Valve Inspections
- Monthly Testing

Roads

- Grade SCR
- Brush road side ditches and along SCR and Lou Young Park_
- SCR – removed rock debris on the road
- Install seasonal signage

Harbor & Misc:

- Help remove fish pens

Projects

- PSB – Generator – Essential for the operation for all city departments, Clinic, and Emergency Operation Center
 - Previous admin eliminated it from the construction contract
 - Met with contractors to discuss the feasibility and options for a generator to be purchased and installed for the PSB.
- SCR Phase 5
 - Pruhs construction has mobilized onto the site. They currently are clearing the vegetation from the project site.
- Well House – Remote Monitoring –
 - Met with Procom to discuss the automation and remote reporting for all 3 wellhouses. .
- RR Plaza at the Pedestrian Tunnel
 - Working with Pruhs to quote the concrete work and landscaping

Notes from the PW Director This month I have focused my attention on the following areas:

- Council Request – Generator Procurement - \$100,000 to \$150,000
 - The Public Service Building is a crucial part of city. The building houses all essential city services: Police, Fire, EMS, Public Works, Water, Waste Water, Clinic and Emergency Operation Center. The city does not

currently own or have a way to provide generator power during an outage from Chugach.

We request permission to advertise a "Request For Proposal" (RFP) to provide and install a generator that meets the original construction requirements for the PSB. The estimated costs for construction is \$100,000 to \$150,000. Please see the attached RFP for the project. When the RFP has been evaluated a recommendation will be made to council to accept or reject the bid and award the contract.

- Western Federal Lands – FLAP Grant
- Working with City Manager – PCD Survey
- Participated in the following meetings
 - Council Meeting
 - Staff Meetings
 - SCR Phase 5 – Construction meetings



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

July 3, 2018

City of Whittier
Attn: Brenda Krol
VIA Email: cityclerk@whittieralaska.gov

License Type:	Beverage Dispensary-Tourism	License Number:	4924
Licensee:	Whittier Lodging LLC		
Doing Business As:	Inn at Whittier		

- ☐ New Application
☐ Transfer of Location Application
☒ Transfer of Ownership Application
☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 904 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transfer Information

Enter information for the current licensee and licensed establishment.

Licensee:	Whittier Inn, LLC	License #:	4924		
License Type:	Beverage Dispensary Tourism	Statutory Reference:	04.11.400(d)		
Doing Business As:	Inn at Whittier				
Premises Address:	5A Harbor Loop Road				
City:	Whittier	State:	Alaska	ZIP:	99693
Local Governing Body:	City Whittier				

Transfer Type:

- ☒ Regular transfer
☐ Transfer with security interest
☐ Introductory retransfer

OFFICE USE ONLY			
Complete Date:		Transaction ID:	81905
Board Meeting Date:		License Type:	
Issue Date:		ORE:	





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the new applicant and/or location seeking to be licensed.

Licensee:	Whittier Lodging, LLC				
Doing Business As:	Inn at Whittier				
Premises Address:	5a Harbor Loop Road				
City:	Whittier	State:	Alaska	ZIP:	99693
Community Council:	NOT APPLICABLE				

Mailing Address:	14414 Riverton Court				
City:	Anchorage	State:	Alaska	ZIP:	99516

Designated Licensee:	Sloane Urwin				
Contact Phone:	907-887-9871	Business Phone:	907-751-8800		
Contact Email:	sunwin@mcac-cpa.com				

Seasonal License? ☒ Yes ☐ No If "Yes", write your six-month operating period: 4/15 – 10/15

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

0.1 Miles

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

0.3 Miles



Alcohol and Marijuana Control Office
550 W. 7th Avenue, Suite 1000
Anchorage, AK 99501
alcohol@dmr.alaska.gov
<http://www.dmr.alaska.gov/abc/>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:				
Address:				
City:	State:	ZIP:		

This individual is an: ☐ applicant ☐ affiliate

Name:				
Address:				
City:	State:	ZIP:		

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.
If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability corporation, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Sloane Unwin			
Title(s):	Member	Phone:	907-887-9871	% Owned: 50
Address:	14414 Riverton Court			
City:	Anchorage	State:	Alaska	ZIP: 99516





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/unco>
Phone: 907.289.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Todd Perez				
Title(s):	Member	Phone:	907-422-7020	% Owned:	50
Address:	308 Belgich Towers, PO Box 773				
City:	Whittier	State:	Alaska	ZIP:	99693

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10079182	AK Formed Date:	2/28/2018	Home State:	Alaska
Registered Agent:	Sloane Urwin	Agent's Phone:	907-887-8871		
Agent's Mailing Address:	14414 Riverton Court				
City:	Anchorage	State:	Alaska	ZIP:	99516

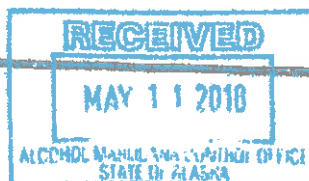
Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?



[Form AB-01] (rev 10/10/2016)



Page 4 of 7



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 3600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:

The Law Offices of Ernouf & Coffey, P.C. They are assisting with the transfer process.





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<http://www.commerce.alaska.gov/web/amlc/>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 3 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

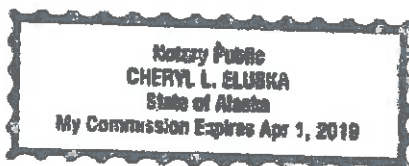
I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Signature of transferor

David Cottrell

Printed name of transferor

Subscribed and sworn to before me this 24 day of April, 2018



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 4/1/2019

Signature of transferor

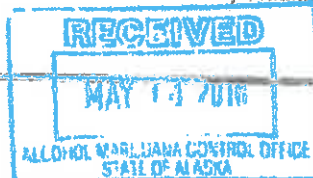
Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary Public

Notary Public in and for the State of _____

My commission expires: _____





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 - Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

SKU

I certify that all proposed licensees have been listed with the Division of Corporations.

SKU

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

SKU

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

SKU

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

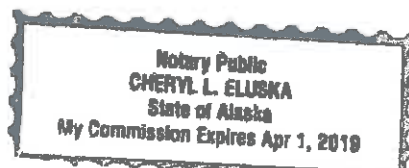
SKU

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee
Sloane Umwin

Printed name

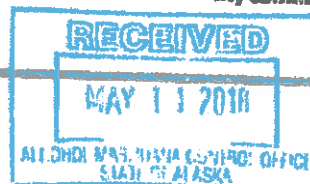
Subscribed and sworn to before me this 24 day of April, 2018.



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 4/1/2019





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

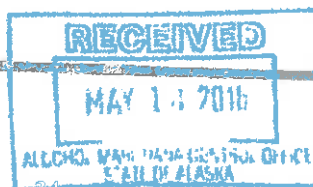
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Whittier Lodging, LLC	License Number:	4924
License Type:	Beverage Dispensary Tourism		
Doing Business As:	Inn at Whittier		
Premises Address:	5A Harbor Loop Road		
City:	Whittier	State:	AK
		Zip:	99693





Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

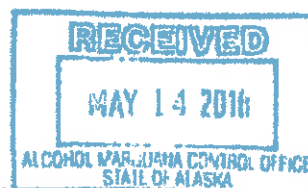
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

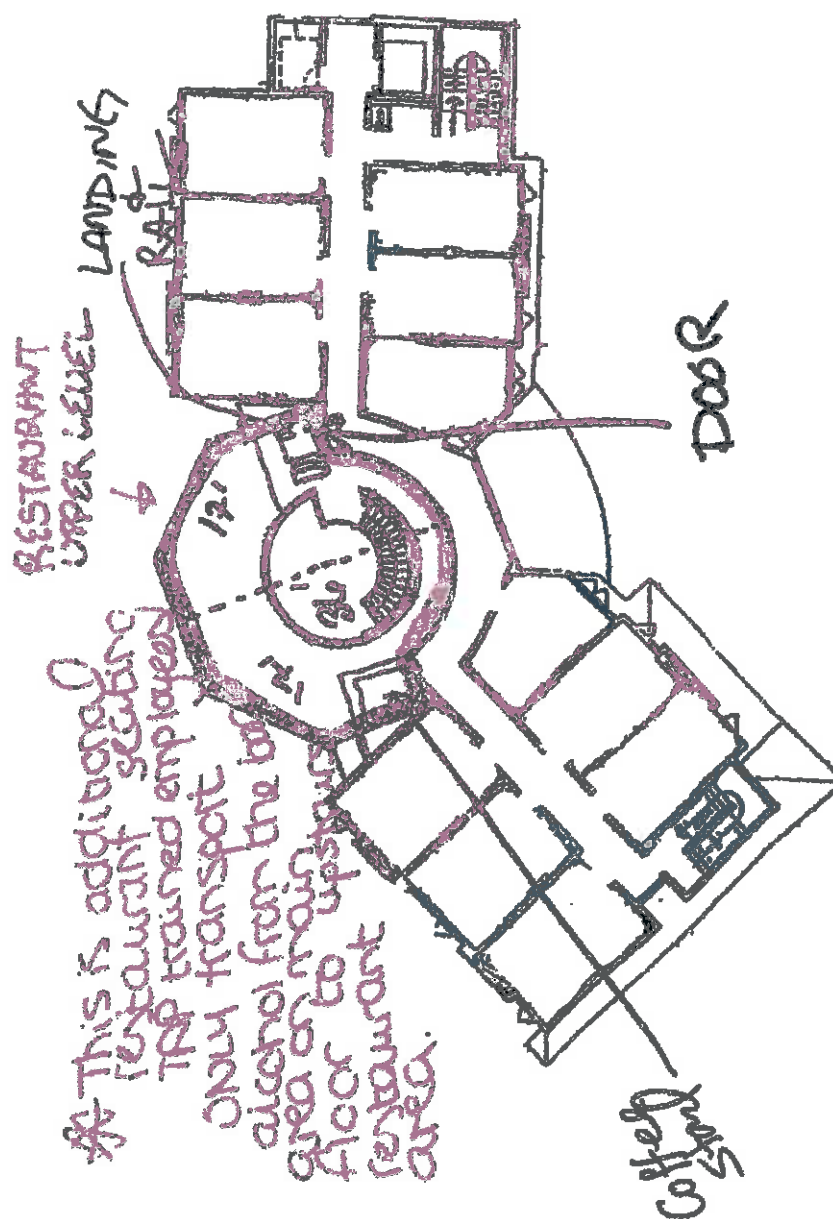
Section 2 – Detailed Premises Diagram

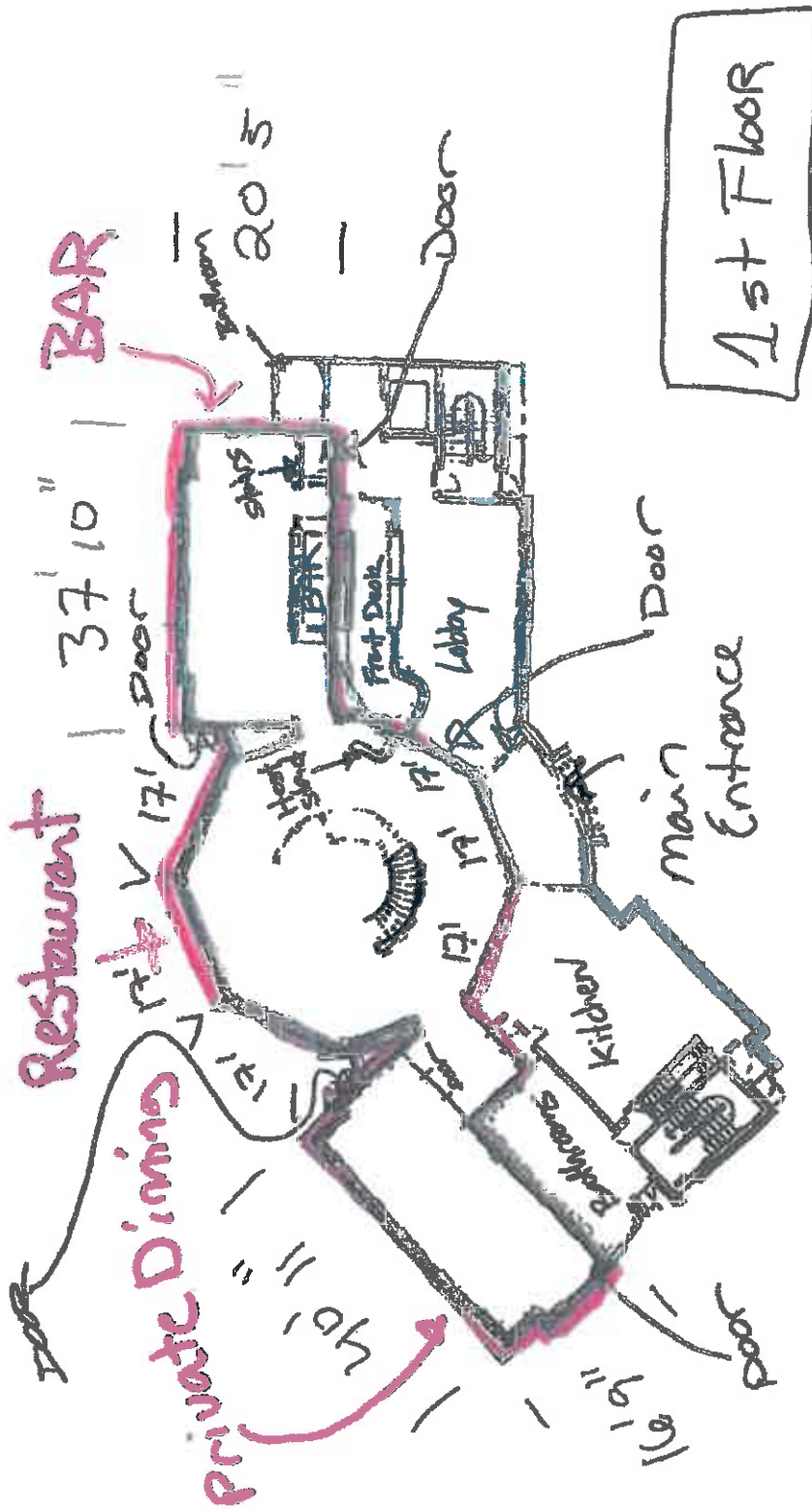
Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

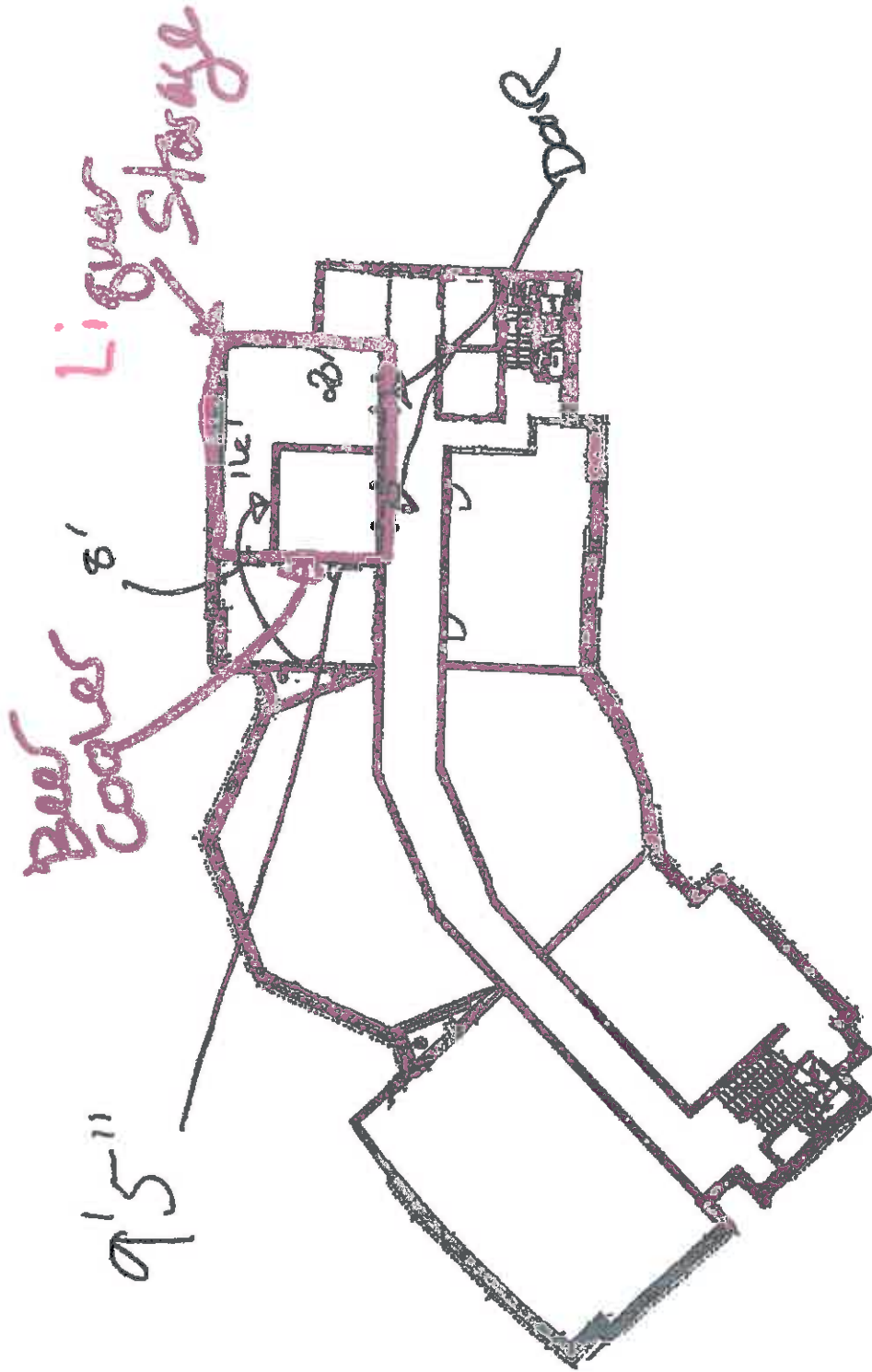


2nd Floor

RECEIVED
JUN - 20 1944
ALCOHOL MATERIALS UNIT
STATE OF N. Y.







BASEMENT

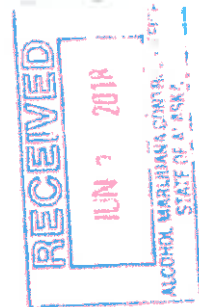
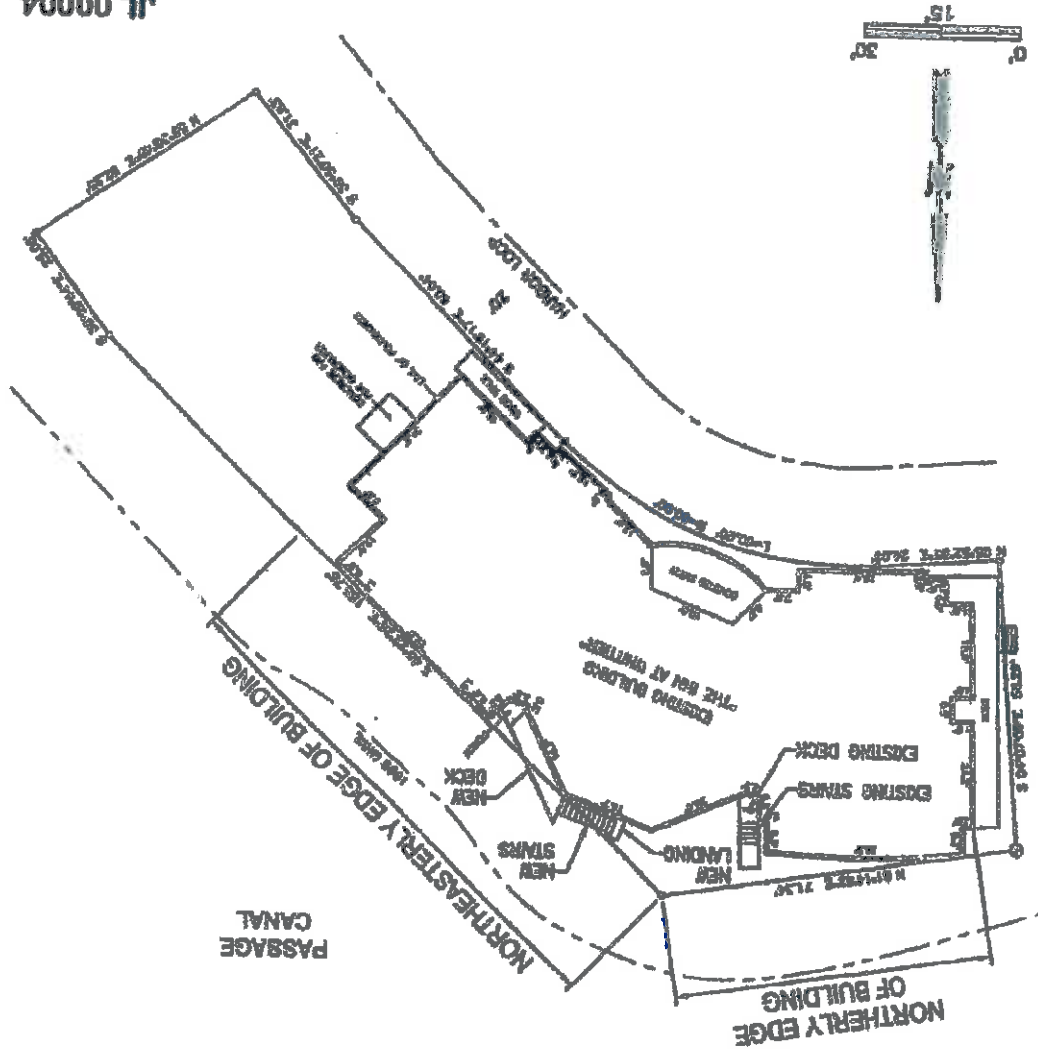




FIGURE 2
INN AT WHITTIER
GENERAL SITE PLAN

SOURCE: AS-BUILT DRAWING BY CASTLE
LAND SURVEYING, LLC, DATE: 11/28/2012

JL 00004





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/ajmco>
Phone: 907.269.0350

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A detailed floor plan of the proposed designated and undesignated areas of the licensed business and a menu or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Whittier Lodging, LLC				
License Type:	Beverage Dispensary Tourism	License Number:	4624		
Doing Business As:	Inn at Whittier				
Premises Address:	5A Harbor Loop Road				
City:	Whittier	State:	AK	ZIP:	99593
Contact Name:	Shane Urdin	Contact Phone:	907-637-9971		

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ☒ Dining after standard closing hours: AS 04.16.010(c)
 - ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
 - ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
 - ☒ Employment for persons 16 or 17 years of age: AS 04.16.049(c)
- NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 – 20 years of age.

OFFICE USE ONLY				
Issue Date:		Transaction #:	BRE:	





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0330

Section 3 – Additional Information

Enter all hours that your establishment intends to be open. Include variations in weekend/weekday hours, and indicate any/p.m.

Bar 11am - 2am, Restaurant 6am - 12am

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?

Yes



No



If "Yes", describe the entertainment offered or available:

Occasional Live Music

Food and beverage service offered or anticipated is:



table service



buffet service



counter service



other

If "other", describe the manner of food and beverage service offered or anticipated:

Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?

Yes



No



Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

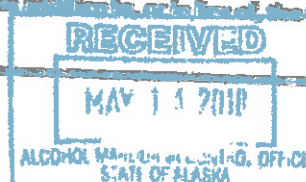
Yes



No



[Form AB-03] (rev 10/10/2015)



Page 2 of 5



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1660

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

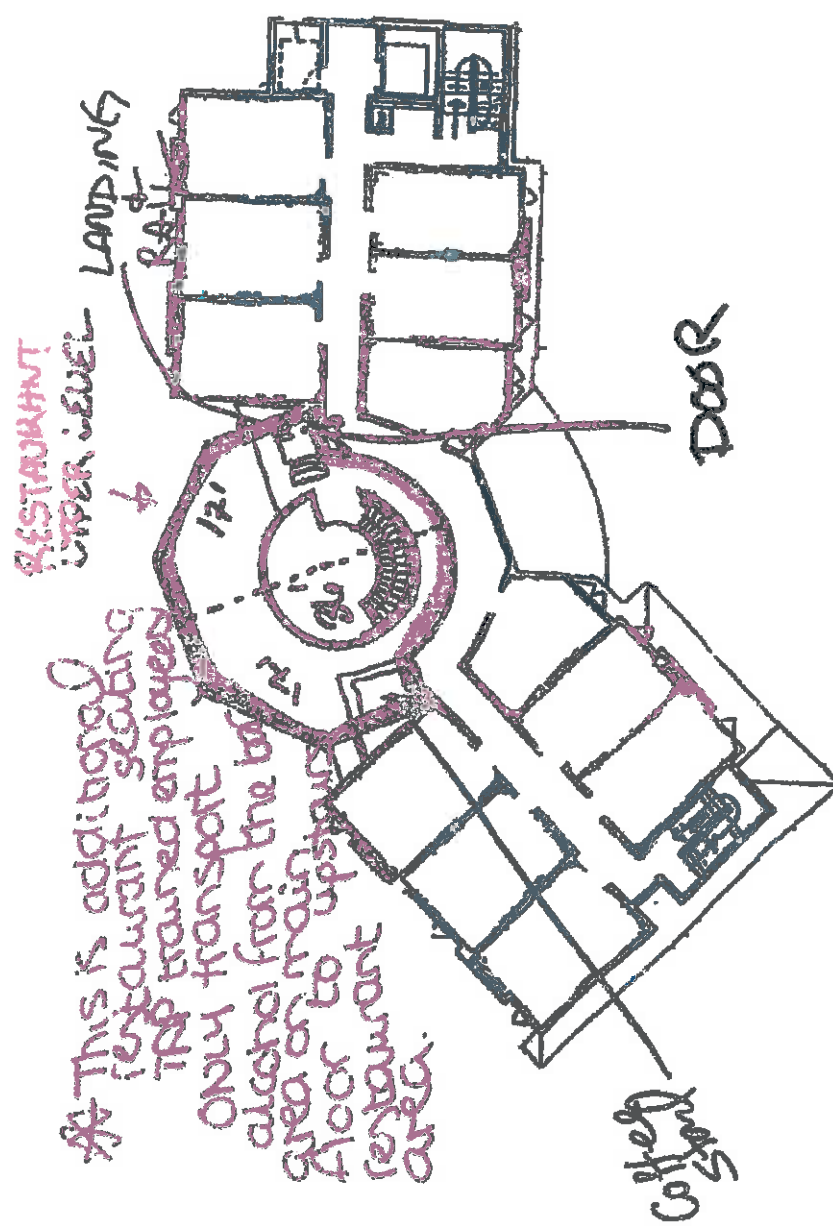
Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

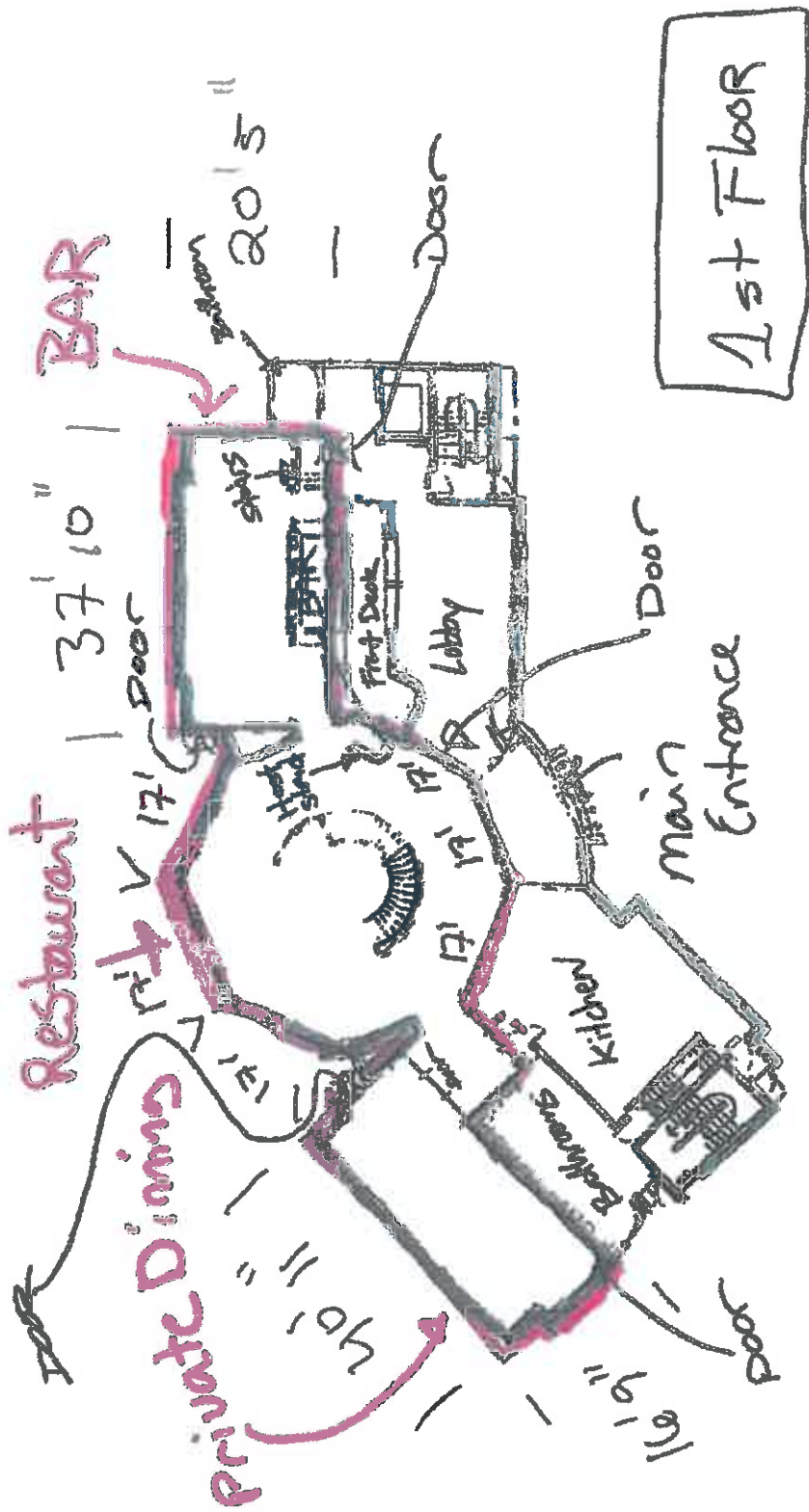
Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.



2nd Floor



RECEIVED
JUN 10 1964
ALCOHOL BUREAU
STATE





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1606
Anchorage, AK 99501
alcohol.marijuana@alaska.gov
<http://www.commerce.alaska.gov/web/arcra>
Phone: 907.269.0350

Section 5 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.



I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.



I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.



I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Stoens Unwin
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: April 1, 2019

Subscribed and sworn to before me this 11 day of June, 2018



Local Government Review (to be completed by an appropriate local government official):

Approved Disapproved



Signature of local government official

Date

Printed name of local government official

Title



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

Approved Disapproved

☐☐

Signature of AMCO Director

Printed name of AMCO Director

Date

Comments:

**CITY OF WHITTIER, ALASKA
RESOLUTION #16-2018**

A RESOLUTION OF THE CITY OF WHITTIER IN SUPPORT OF WHITTIER MANOR ACQUIRING FEE OWNERSHIP OF ITS LEASED GROUNDS FROM THE ALASKA RAILROAD CORPORATION, PROVIDED THE CITY RECEIVES COMPENSATION FOR THE CITY'S LEASEHOLD INTEREST

WHEREAS, Whittier Manor Condominium Association leases the grounds upon which the Whittier Manor sits from the Alaska Railroad Corporation under ARRC Contract No. 5136, with an expiration date of January 1, 2020; and

WHEREAS, Upon expiration of ARRC Contract No. 5136, the Whittier Manor parcel shall become part of Parcel No. 1 subject to the Ground Lease and Management Agreement, dated November 13, 1998, between the Alaska Railroad Corporation and the City of Whittier, whereby the City of Whittier leases several parcels from the Alaska Railroad Corporation; and

WHEREAS, The Whittier Manor Condominium Association wishes to acquire fee ownership of its grounds from the Alaska Railroad Corporation, in which case the Whittier Manor lease parcel would not become part of the leased premises subject to the Ground Lease and Management Agreement between the Alaska Railroad Corporation and the City of Whittier; and

WHEREAS, It would be to the benefit of the Whittier Manor Condominium Association and to the City of Whittier overall for the Whittier Manor Condominium Association to own the grounds upon which the Whittier Manor sits because that would eliminate the uncertainty inherent in a term lease arrangement; and

WHEREAS, The City of Whittier must receive fair compensation for its leasehold interest in the Whittier Manor Condominium Association lease parcel;

THE WHITTIER CITY COUNCIL RESOLVES:

Section 1. The City of Whittier declares its support for the Whittier Manor Condominium Association pursuing and acquiring fee ownership of the Whittier Manor grounds, provided that in any such arrangement the City of Whittier receive fair compensation for its interest in the Whittier Manor Condominium Association lease parcel.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this ____ day of July, 2018.

Introduced by: Council Member Dickason

1st reading: _____, 2018

2nd reading and public hearing: _____, 2018

Daniel Blair
MAYOR

ATTEST:

Naelene Matsumiya
CITY CLERK

Ayes:

Nays:

Absent:

Abstain:

**CITY OF WHITTIER, ALASKA
RESOLUTION #17-2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER ALASKA, SUPPORTING THE DESIGNATION OF THE 1964 EARTHQUAKE MEMORIAL MONUMENT AS A COMMEMORATIVE LANDMARK IN THE TRIANGLE AREA ON HARBOR ROAD

WHEREAS, on March 27, 1964, a 9.2 magnitude earthquake struck Alaska; and

WHEREAS, as a result of the earthquake, three tsunamis were produced killing 13 people in Whittier; and

WHEREAS, the Whittier Museum Association, supported by Kenai Mountain Turnagain Arm National Heritage District, is promoting the designation of the 1964 Earthquake Memorial Monument in the Triangle on Harbor Road in an attempt to commemorate those who died in the event; and

WHEREAS, this designation in the Triangle would not have any impact on ownership, use, or disposition of the subject structure, or land and would be a grant-funded effort to place a plaque on the monument detailing Whittier's history and significance of the Great Alaskan Earthquake of 1964; and

WHEREAS, it is the intent of the proponents of this project to create a commemorative monument in Whittier which would educate visitors about the 1964 Earthquake and how it affected Whittier; and

NOW THEREFORE BE IT RESOLVED; the City Council supports the designation of the 1964 Earthquake Monument, as proposed.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 17th day of July, 2018.

Introduced by: Annie Reeves, Acting City Manager
Introduction Date: July 17, 2018

ATTEST:

Naelene Matsumiya
City Clerk

Daniel Blair
Mayor

Ayes:
Nays:
Absent:
Abstain:

**CITY OF WHITTIER, ALASKA
RESOLUTION #18-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA
CONSENTING TO THE ASSIGNMENT OF THE LEASE AGREEMENT FOR LOTS 3,
4, AND 5 OF THE WHITTIER TRIANGLE BUSINESS AREA FROM GORDON P.
HEDDELL AND MARILYNN HEDDELL D/B/A HONEY CHARTERS AND CAPT.
COOK'S BOOKS & GIFTS TO MICHAEL L. TONN, AND AUTHORIZING THE
ACTING CITY MANAGER TO EXECUTE CONSENT DOCUMENTS**

WHEREAS, the City of Whittier, Alaska ("City"), as landlord, and Gordon P. Heddell d/b/a Honey Charters and Capt. Cook's Books & Gifts, as tenant, are parties to the Lease Agreement, Whittier Triangle Business Area, dated November 1, 2005, for Lots 3, 4, and 5 of the Whittier Triangle Business Area ("Lease Agreement"); and

WHEREAS, Gordon P. Heddell, d/b/a Honey Charters and Capt. Cook's Books & Gifts desires to assign all its right, title, and interest in the Lease Agreement to Michael L. Tonn; and

WHEREAS, Michael L. Tonn has expressed his intent to be bound by the terms of the Lease Agreement, the terms of which are consistent with Whittier Municipal Code; and

WHEREAS, the Lease Agreement terms require Michael L. Tonn, as assignee, to provide certain information, which Michael L. Tonn has provided to the City's satisfaction; and

WHEREAS, Whittier Municipal Code 3.36.340 requires that all leases must provide that a lessee may assign its lease only upon the City's written approval; and

WHEREAS, it is in the City's best interest to consent to the assignment of the Lease Agreement from Gordon P. Heddell d/b/a Honey Charters and Capt. Cook's Books & Gifts to Michael L. Tonn.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL RESOLVES:

Section 1. The City hereby consents to the assignment of the Lease Agreement from Gordon P. Heddell, d/b/a Honey Charters and Capt. Cook's Books & Gifts to Michael L. Tonn. The City Manager is authorized and directed to execute all documents necessary to effect this consent.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this ____ day of July, 2018.

Daniel Blair
Mayor

ATTEST:

Naelene Matsumiya
City Clerk

Introduced by: City Administration

Ayes:

Nays:

Absent:

Abstain:

**ASSIGNMENT OF LEASE
LOTS 3, 4, AND 5 WHITTIER TRIANGLE BUSINESS AREA**

This assignment is entered into between Gordon P. Heddell and Marilyn Heddell, d/b/a Honey Charters and Capt. Cook's Books & Gifts, 200 West 34th Avenue, Suite 991, Anchorage, AK 99503 ("Assignor") and Michael L. Tonn, 15140 Curvell Drive, Anchorage, AK 99516 ("Assignee").

Assignor does hereby assign, warrant, and transfer all of Assignor's right, title and interest in and to the Lease Agreement, Whittier Triangle Business Area, dated November 1, 2005 ("Lease Agreement"), covering the following-described property:

Lots 3, 4, and 5 containing approximately 4,500 square feet within "Area B" according to the Whittier Small Boat Harbor & Vicinity Lease Map, filed as Plat 88-64, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Assignee agrees to and accepts the assignment and assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations otherwise required to be kept by Assignor under the Lease Agreement that arise on and after the effective date of this assignment, for the remainder of the term of the Lease Agreement.

This assignment is effective as of the date of Lessor's consent.

IN WITNESS WHEREOF, the Assignor and Assignee have agreed this 9th day of July, 2018.

ASSIGNOR:

ASSIGNEE:

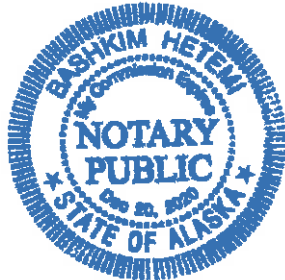
Gordon P. Heddell
Gordon P. Heddell

Michael L. Tonn
Michael L. Tonn

Marilynn Heddell
200 West 34th Avenue / Marilyn M. Heddell
Marilynn Heddell

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

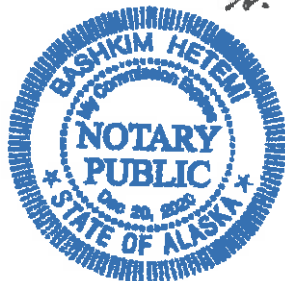
The foregoing instrument was acknowledged before me this 9th day of July, 2018, by Gordon P. Heddell.



Bashkim Hetem
Notary Public in and For the State of Alaska
My Commission Expires: Dec 20, 2020

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

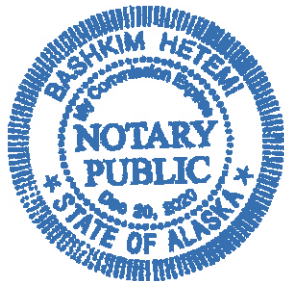
The foregoing instrument was acknowledged before me this 9th day of July, 2018, by Marilyn P. Heddell.



Bashkim Hetem
Notary Public in and For the State of Alaska
My Commission Expires: Dec 20, 2020

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 9th day of July, 2018, by Michael L. Tonn.



Bashkim Hetem
Notary Public in and For the State of Alaska
My Commission Expires: Dec 20, 2020

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

In the Matter of the Estate

of

Marilynn Nickol Heddell,

Deceased.

Case No. 3AN-17- 29 P/E

LETTERS TESTAMENTARY AND ACCEPTANCE

The Will of Marilyn Nickol Heddell, having been admitted to probate, Gordon Peter Heddell is appointed personal representative of the estate.

DATED in Anchorage, Alaska, this 11th day of January, 2017.

I hereby certify that this is a true and correct
copy of the original on file in my office.

[Signature]
Notary Public for the State of Alaska
My Comm. Expires 12/31/17

[Signature]
Registrar / Judge of the Superior Court

ACCEPTANCE

I, Gordon Peter Heddell, accept the duties and promise to perform the duties as required by law of the office of personal representative of the estate of Marilyn Nickol Heddell. I acknowledge my duties as personal representative to:

- (a) take possession and control of decedent's property as required by AS 13.16.380, determine the liabilities of the estate, and complete an inventory as required by AS 13.16.365;
- (b) provide notice to heirs and devisees as required by AS 13.16.360, except as provided by AS 13.16.690;

Letters Testamentary and Acceptance

In the matter of the Estate of Marilyn Nickol Heddell, 3AN-17- 29 P/E

Page 1 of 3

(c) provide notice to creditors as required by law, publish notice when required, and review and either accept or reject claims as required by AS 13.16.455-.515;

(d) advise the court in writing of my address and telephone number as required by Probate Rule 8;

(e) file returns for state estate taxes, if required by AS 43.31.121 and AS 43.31.250;

(f) pay homestead, exempt property and family allowances as required by AS 13.11.125-.140, costs of administration and other claims as required by AS 13.16.470, and distribute the assets of the estate; and

(g) close the estate as soon as appropriate as required by AS 13.16.620-.670.
I will file any required bond.

DATED this 4 day of January, 2017.


Gordon Peter Heddell

LEVESQUE LAW GROUP, LLC
3380 C St., #202
Anchorage, AK 99503
Ph: 907-261-8935 | Fax: 206-309-0667
joe@levesquelawgroup.com

VERIFICATION

STATE OF ALASKA

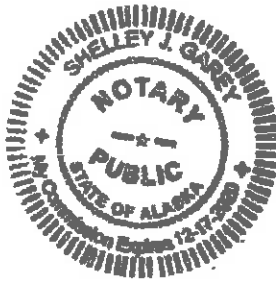
THIRD JUDICIAL DISTRICT

SS.

Gordon Peter Heddell, being first duly sworn upon his oath, deposes and says: That he is the personal representative in the above-named acceptance, that he has read the document, knows the contents thereof, and that the same are true and correct to the best of his knowledge, information and belief.

Gordon Peter Heddell
Gordon Peter Heddell

SUBSCRIBED AND SWORN to before me at Anchorage, Alaska this 4 day of January, 2017.



Shelley J. Garey
Notary Public in and for Alaska
My Commission Expires: 12-17-2020

I certify that on 1/12/17
copies of this form were sent to
CLERK Atty
DM

Letters Testamentary and Acceptance

In the matter of the Estate of Marilyn Nickol Heddell, 3AN-17- 29 P/E

Page 3 of 3

June 29, 2018

To: The City of Whittier

Subject: Lease on lots 3, 4, and 5 of the Harbor Triangle Business Area

On June 2, 2018, while opening an escrow account at First National Bank of Alaska, I Gordon P. Heddell and Michael Tonn signed a purchase agreement regarding the above mentioned property and improvements.

I hereby release all rights, titles and interests in the properties known as lots 3, 4, & 5 of the Whittier Harbor Triangle Business area.

Further, I respectfully request that the Whittier City Council approve the transfer and assignment of the lease to Mr. Michael L. Tonn, and further that the Acting City Manager approve and consent to the assignment of said lease.

Gordon P. Heddell 7-2-2018
Gordon P. Heddell DATE

DYANNA V. PRATT
Notary Public, State of Alaska
Commission # 171019008
My Commission Expires
October 19, 2021

Dyanna Pratt
7/2/18

Michael L. Tonn 7-2-2018
Michael L. Tonn DATE

DYANNA V. PRATT
Notary Public, State of Alaska
Commission # 171019008
My Commission Expires
October 19, 2021

Dyanna Pratt
7/2/18

Attachments:

1. Copy of rental agreement between Honey Charters and Alaska Sea Kayakers.
2. Copy of letter dated May 12, 2004 establishing lots 3, 4 & 5 of the Whittier Triangle Area as Righteous and occupied by Honey Charters and Alaska Sea Kayakers.
3. Copy of June 8, 2018 purchase agreement.
4. Financial History (current account balance history which includes business and rental financial balances)and business plan as presented by Michael Tonn.
5. Copy of business card of escrow officer at First National Bank of Alaska

City of Whittier
PO Box 608
Whittier AK 99693

907 472-2327

Receipt No: 5.004819

Jul 2, 2018

MICHAEL L. TONN

Misc - NOTARY	10.00
01-360-4099 Miscellaneous Revenue	
<hr/>	
Total:	10.00
<hr/>	
Cash	10.00
Payor: MICHAEL L. TONN	
Total Applied:	10.00
<hr/>	
Change Tendered:	.00
<hr/>	

07/02/2018 3:23 PM

632-1901

City of Whittier
PO Box 808
Whittier AK 99699

907 472-2327

Receipt No: 5.004818

Jul 2, 2018

GORDON P HEDDELL

Misc - NOTARY	10.00
01-360-4088 Miscellaneous Revenue	
<hr/>	
Total:	10.00
<hr/>	
Cash	10.00
Payor: GORDON P HEDDELL	
Total Applied:	10.00
<hr/>	
Change Tendered:	.00
<hr/>	

07/02/2018 3:21 PM

440-0773



The City of Whittier

Gateway to the Western Prince William Sound
P.O. Box 608 Whittier, Alaska 99693 (907) 472-2327 Fax: (907) 472-2404

2018 Real Property Tax Assessment Notice

April 06, 2018

Gordon P. Heddel
200 W 34th Avenue #991
Anchorage AK 99503-3969

907-632-1911
Michael L Tomv
15410 Carvell Dr
Anchorage AK 99516

Account #: 237

mike + @eagle safety. net

Property Number: 110385	Land: 27,100.00	*.008% = 216.80
Subdivision/Unit/Bay TRIANGLE AREA (110385)	Improvement: 32,300.00	*.008% = 258.40
Lot/Block Lot:3	Total Taxes: 59,400.00	*.008% = 475.20
	2018 Taxes Due:	\$ 475.20

THIS IS NOT A TAX BILL - DO NOT PAY!!!

You are hereby notified that the property(s) described above have been assessed for the City of Whittier tax purposes for the 2018 Assessment year.

By Alaska State statute, you are required to notify the City of Whittier Tax Administrator in the City Hall office of any changes, errors, and omissions in your Assessment Notice no later than May 10, 2018 by 5:00 pm.

If tax assessments are not adjusted to the owner's satisfaction, (s)he MUST FILE A FORMAL WRITTEN APPEAL for relief from the alleged error through the office of the City Tax Administrator. Appeal forms can be found on the website at www.whittieralaska.gov, or from the office of the Tax Administrator. The City of Whittier's City Council will sit as the Board of Equalization in the City Council Chambers (located in the P-12 Bldg) on May 15, 2018 at 6:00 pm.

Tax payments will be delinquent if received after October 31st, and a penalty of 10% of the total tax may be imposed and an 8% (APR) may begin to accrue for each day till paid.

www.whittieralaska.gov



First National Bank
ALASKA

Debra Davies
Business Development Representative

Escrow Servicing
1751 Gambell Street, Ste 128, P.O. Box 100720
Anchorage, AK 99510-0720
907/ 777-3410 FAX: 907/ 777-3448 1-800-856-4362
e-mail: ddavies@FNBAAlaska.com
www.FNBAAlaska.com/EscrowServices

PETE Heddel

907-440-0773

PMHeddel@gmail.com

Open Act in Security First National



The City of Whittier
Gateway to the Western Prince William Sound
P.O. Box 608 Whittier, Alaska 99693 (907) 472-2327 Fax: (907) 472-2404

2018 Real Property Tax Assessment Notice

April 06, 2018

907-632-1911

Gordon P. Heddell
200 W 34th Avenue #991
Anchorage AK 99503-3969

Account #: 237

Property Number: 110359	Land: 54,100.00	*.008% = 432.80
Subdivision/Unit/Bay TRIANGLE AREA (110359)	Improvement: 51,300.00	*.008% = 410.40
Lot/Block Lot:4A	Total Taxes: 105,400.00	*.008% = 843.20
	2018 Taxes Due:	\$ 843.20

THIS IS NOT A TAX BILL - DO NOT PAY!!!

You are hereby notified that the property(s) described above have been assessed for the City of Whittier tax purposes for the 2018 Assessment year.

By Alaska State statute, you are required to notify the City of Whittier Tax Administrator in the City Hall office of any changes, errors, and omissions in your Assessment Notice no later than May 10, 2018 by 5:00 pm.

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Tax payments will be delinquent if received after October 31st, and a penalty of 10% of the total tax may be imposed and an 8% (APR) may begin to accrue for each day till paid.

www.whittieralaska.gov



To the City Whittier,

I Michael L. Tonn would like to request transfer of lease for Triangle Area lots 3 and 4A that have been formerly leased by Gordon P. Heddell. I will be utilizing this property as a gift/supply shop and also an operational base for small Boat and Facility repair service. I have a background as a Millwright, Salmon Permit Owner along with two Tendering Boats on the Lower Yukon River. I have been employed by Eagle Safety for six years and have knowledge of Marine Safety Gear.

Gift/Supplies

The store will be upper-end gallery type gifts. Supplies will focus on safety and cold weather gear. It may also carry some electronics along with installation and service of these items.

Repair/Installation

This will pertain to minor vessel repair services that can be performed dockside or while trailered. No interruption of vessels in transit.

Financial Concerns

This property will not have any loan or be encumber, other than the lease obligations by the City of Whittier once the transaction of monies is completed by sale. I am willing to provide all details and documentation of sale and my financial history to a legal representative of Whittier for review and approval. However this information is to remain confidential and not for public review or access.

CraftTonn: Owner/Operator

Michael L Tonn

A blue ink signature of Michael L. Tonn.

Dated

7-2-2018



First National Bank
ALASKA

Debra Davies
Business Development Representative

Escrow Servicing
1751 Gambell Street, Ste 128, P.O. Box 100720
Anchorage, AK 99510-0720
907/ 777-3410 FAX: 907/ 777-3446 1-800-856-4362
e-mail: ddavies@FNBAAlaska.com
www.FNBAAlaska.com/EscrowServices

Rental Agreement: Lot 3 Harbor Triangle, Whittier Alaska

The purpose of this document is to reduce to writing the verbal agreement that has existed between parties to this agreement further defined as Landlord: Gordon P Heddell and Marilyn N. Heddell known as Marpet Inc., dba Honey Charters. Tenant: Peter Denmark, Whittier manager of Alaska Sea Kayakers and Jay Doyle partner in Alaska Sea Kayakers.

History:

When the original 4 plank owners of Alaska Sea Kayakers formed the company at the behest of Honey Charters, the understanding was Alaska Sea Kayakers would be allowed to use Lot 3 of the Harbor Triangle for their base of operations in turn for using Honey Charters exclusively for the water transport of the Alaska Sea Kayakers customers and large groups. This arrangement was a benefit to both parties.

At the end of 2011 when Honey Charters was sold along with their vessels, Alaska Sea Kayakers, now down to (2) partners, was allowed to remain on Lot 3 for an agreed amount of \$350.00 per month, the \$10.00 garbage fee for 6 months and the annual property taxes on their building as long as the landlords kept possession of the 3 lots and their building on Lot 4. The building on Lot 3 was built by Alaska Sea Kayakers and belongs to them.

It was further understood that when and if the landlords sold their rights, titles and interests in Lots 3,4,5 and their 2 story building on Lot 4, that Alaska Sea Kayakers would have to negotiate their presence on Lot 3 with the new landlord(s) whomever they may be.

The current landlords would explain to any purchaser the history and agreement with Alaska Sea Kayakers recommending continuing the relationship moving forward.

The following signatures attest to the above as a true representation of the facts.


Gordon P. Heddell Vice President of Marpet Inc.


Marilyn N. Heddell President of Marpet Inc.


Peter Denmark Manager of Alaska Sea Kayakers

Signed APRIL 11 2016

**LEASE AGREEMENT
WHITTIER TRIANGLE BUSINESS AREA**

THIS LEASE AGREEMENT, WHITTIER TRIANGLE BUSINESS AREA, hereinafter the "Lease," is made as of this First day of November, 2005, between the City of Whittier (Lessor), PO Box 608, Whittier, Alaska, 99693 and G. P. (Pete) and Marilyn Heddell, d/b/a Honey Charters and Capt. Cook's Books & Gifts, ("Lessee"), 200 West 34th Avenue, Suite 991, Anchorage, AK 99503.

Whereas, on August 22, 1999 Lessor and Lessee entered into a certain lease agreement for property in the Whittier Harbor Business Area, and

Whereas, there has been no changes between the Lessor and Lessee but several changes involving outside management agreements with the State of Alaska that are no longer in existence, and

Whereas, the Lessee by official action on March 1, 2004 approved a proposal by the City Manager to offer consistent leasing terms and arrangements for all of the Lessees that are in compliance with existing lease terms in an effort to standardize all Whittier Business Leases including those on the Triangle, Harborview and Harbor Loop, and

Whereas, Lessor and Lessee agree that by entering into this Lease, as hereby amended and restated, the Prior Leases and all amendments to either of them, are expressly superceded by this Lease,

NOW THEREFORE, the parties agree as follows:

1. **Premises.** Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, does hereby let, lease, and demise to Lessee that certain real property hereinafter called "Leased Premises" situated in the Whittier Triangle Business Area in Whittier, Alaska, and more particularly described as:

4A
Lots 3, 4 and 5 containing approximately 4, 500 square feet within "Area B" according to the Whittier Small Boat Harbor & Vicinity Lease Map, filed as Plat 88-64,

Located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Said Leased Premises is illustrated in Exhibit "A" attached hereto.

This lease is for land only and not for any improvements situated thereon, which improvements remain the property of Lessee.

2. **Encumbrances.** The above described premises is leased subject to deed restrictions, easements and right-of-way, if any, zoning and building restrictions and government regulations now in effect or hereinafter adopted by any governmental authority.
3. **Term.** The term of this lease shall commence on April 1, 2005 and continue through and including March 31, 2035 unless sooner terminated as hereinafter provided. Unless there shall exist a material default hereunder on the part of the Lessee, Lessee shall have the right to renew the Term at the end of the initial Term as previously described for one additional period of 35 years ("Renewal Period"). Notice of the exercise of such a right to renew shall be give to the Lessor 1 year (12 months) prior to the end of the initial term.
4. **Lease Payments.** Lessee agrees to pay a fixed monthly lease fee of 1/12 of an annual rate established by professional appraisal of 8% of fair market value (FMV). Rent shall be payable in advance on the first day of each calendar month without notice on demand. In the event any payment of Rent shall not be paid on or before five (5) days following the due date as provided in this section, the delinquent amount shall be due together with interest accruing at the rate of eight percent (8%) from the due date until the date of the payment. Rent shall not be withheld in whole or part because of an offset or counterclaim by the Lessee.
5. **Fair Market Value (FMV) Adjustment.** FMV will be adjusted every five years during the term in accordance with a FMV appraisal conducted by the Lessor for other similar leases in the City of Whittier. The adjustments date will be January 1, 2007 (and every 5th year after) and the Lessor will give six months notice as to the appraised FMV. Within 60 days after receipt of the Lessor's appraisal, Lessee shall notify Lessor that they accept or reject the appraisal. If accepted, the adjusted rent will be calculated effective January 1st. If rejected, the parties shall meet for the purpose of attempting to agree upon FMV of the real property. If parties cannot agree, they shall jointly select one real estate appraiser (who shall be an M. A. I. of the American Institute of Real Estate Appraisers or equivalent) who will determine the fair market value of the Real Property as unimproved, unencumbered land as then restricted by applicable zoning laws. The cost for the jointly selected appraiser will be shared with each party paying half of the total cost.

6. **Local Management.** Lessee agrees that the business of Lessee within or upon the leased premises shall have local management, and a manager or agent named by the Lessee who shall be responsible for operations of the facility, and authorized by Lessee to make all appropriate business and management decisions in so far as those decisions relate to or bear upon Lessee's relationship with Lessor. On or before Lessee's execution hereof, Lessee shall furnish to Lessor in writing the name and address of its local agent, and shall notify Lessor thirty (30) days in advance-in writing of any change in that information.
7. **Compliance with Laws.** Lessee shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting the leased premises or the sidewalks, alleys, streets, and any right of way adjacent thereto or any buildings, structures, fixtures and improvement or the use thereof, whether or not any such laws, ordinances or regulations, which may be hereafter enacted, involve a change of policy on the part of the governmental body enacting the same. Lessee agrees to hold Lessor financially harmless (a) for the consequences of any violation of such laws, ordinances and/or regulations and (b) from all claims for damages on account of injuries, death or property damage resulting from such violation. Lessee further agrees that it will not permit any unlawful occupation, business or trade to be conducted on said premises or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto.

The operation and maintenance of all sanitation, food service and water supply method systems and facilities shall comply with the standards of the State of Alaska Department of Environmental conservation and the United States Public health Service as well as any and all other government entities regulating the same.

8. **Care of Premises.** Lessee, at its own cost and expense, shall keep the lease premises and all improvements which at any time during the term of this lease may be situated thereon, in good condition and repair during the entire term of this lease.
9. **Taxes and Utilities.** Lessee shall bear sole responsibility for and shall pay all assessments, fees, taxes and/or charges of every kind and character imposed upon or as a result of Lessee's operations under this lease agreement. Lessee shall also pay for all utilities furnished for its use in conjunction with the premises, if any, including but not limited to power, garbage, fuel, heat, water and snow removal and should it

become necessary at any time to make installation for the purpose of furnishing said utilities, the costs thereof shall be borne exclusively by Lessee. All payments described in this paragraph shall be paid in full when due.

All utility use rates as established by ordinance or resolution of the City Council including sewer, water and electricity will be borne by the Lessee. This includes the cost of hooking up from the lot line. Electrical meters, stands and source boxes are Lessee's responsibility.

10. **Alterations and Improvements.** The Lessee shall have the right, from time to time, to make all such alterations and improvements to the leased premises as shall be reasonably necessary or appropriate in the Lessee's judgment, but only so long as the alteration or improvement shall be consistent with this lease agreement and Lessee's use and occupancy of the premises for the purposes permitted under this lease. Prior to any proposed alteration, improvement, addition or change of lease premises, the Lessee shall first obtain the Lessor's approval of plans.
11. **Removal of Fixtures and Improvements; Potential Harbor Expansion or Renovation.** Upon abandonment, default, termination, revocation or cancellation of this lease, the Lessee shall remove within thirty (30) days all structures and improvements except those owned by the Lessor. If the Lessee fails to remove all such structures or improvement within thirty (30) days, they shall become the property of the Lessor, but that will not relieve the Lessee of liability for the cost of their removal and restoration of the site.
12. **Insurance.** Lessee shall procure and maintain general comprehensive liability insurance coverage, in an amount not less than Five Hundred Thousand (500,000.00), to cover any risk which may arise by Lessee's use of the leased premises. The coverage shall extend to property damage and bodily injury or death arising out of Lessee's activities under the lease, including, but not limited to, the occupancy or use of the land and construction, maintenance and operation of the structures, facilities or equipment by Lessee.

Should Lessee dispense alcoholic beverages on the leased premises with a full service beverage dispensary license, as authorized by the appropriate regulatory agencies, Lessee shall obtain comprehensive liability insurance, in an amount not less than Three Million Dollars (3,000,000.00) covering property damage and bodily injury or death

arising out of Lessee's operations, including but not limited to the dispensing of said alcoholic beverages from the leased premises.

All such insurance shall also name Lessor as additional insured and provide for specific coverage of Lessee's contractually assumed obligation to indemnify the Lessor. Lessee agrees to furnish copies of certificates evidencing insurance coverage of the leased premises prior to execution of this lease and upon request of the Lessor at other reasonable time. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or provisions changed or deleted before thirty (30) days written notice to the Lessor. The amounts of insurance shall be adjusted periodically by Lessor during the term of the lease to account for changing market and economic conditions.

13. **Liens.** Lessee will not permit any mechanics, labor or materialman liens to stand against the lease premises for any labor or materials furnished to Lessee or claimed to have been furnished to Lessee or to Lessee's agents, contractors, or sublessee, in connection with work of any character performed or claimed to have been performed on said premises or improvements by or at the direction or sufferance of Lessee; provided however, that Lessee shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Lessee shall give to Lessor reasonable security as may be demanded by Lessor to insure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment. Lessee will immediately pay a judgment rendered with all proper costs and charges and shall have such liens released or judgment satisfied at lessee's own expense.
14. **Use of Premises.** Lessee will be conducting business under the name of Honey Charters and will be providing the following services as a marine charter and retail sales. Lessee may also use the premises for storage/office space and a gift store. Lessee will be doing business under the name: Honey Charters. Lessee covenants that the leased premises will be used only for the purposes directly related to the services or sales stated above and related activities thereto and no other use whatsoever shall be made of the leased premises. The Lessee further covenants that THEY will neither cause, nor maintain nor permit any public or private nuisance to exist on the leased premises, nor will Lessee fail to maintain the land in an orderly, neat, and clean condition, free of hazard and nuisance. Trash, debris, unusable machinery, etc.,

will be disposed of as soon as practical. Building materials, supplies, will be neatly stacked and/or stored. Lessee shall not permit storage of any equipment or material on the leased premises not directly related to the business of Lessee.

15. **Indemnification.** Lessee agrees to protect, defend, indemnify and save harmless Lessor, their respective agents, representatives and assigns, from and against any and all claims, demands and causes of action of any nature whatsoever, and any expenses incident to defense of and by Lessor there from for any injury or death of persons or loss of or damage to property occurring on the leased premises, or in any manner arising out of Lessee's use and occupation of said premises, or the condition thereon, during the term of this lease, except to the extent such claim, demand, cause of action or loss is the result of Lessor's sole negligence.
16. **Condemnation.** If the whole or any part of the leased premises shall be taken for any public or quasi-public use, under any statute or by right or eminent domain or private purchase in lieu thereof, by public body invested with the power of eminent domain, then, when possession shall be taken thereunder of the demised premises, or any part thereof, the following provisions shall be operative.
 - (a) **Taking of all Premises.** The term herein demised and all rights of Lessee hereunder shall immediately cease and terminate and the rent shall be adjusted as of the time of such termination so that Lessee shall pay rent up to the time of taking only; provided, however, that Lessee shall be entitled to that portion of the award attributable to the value of the buildings or improvements put up by Lessee with its own funds
 - (b) **Taking of Substantial Part of Premises.** If the taking reduces the ground area of the demised premises by at least 50% and materially affects the use being made by the Lessee of the demised premises, Lessee shall have the right, by written notice to Lessor, through certified mail, no later than 30 days after possession shall be taken, to elect to terminate this lease. If the election to terminate is made, the provision of (a) of this section relating to the taking of the whole shall govern. If election to terminate is not made or if there is a taking of an insubstantial part of the premises, the following shall govern: (1) the lease shall continue; (2) the Lessor shall be entitled to the full

condemnation proceeds except the portion thereof attributable to the value of the buildings or improvements put up by Lessee; and (3) rent shall remain the same.

17. **Assumption of Risk.** Tsunami, rising waters, high winds, earthquakes and other hazards are natural phenomena in the harbor that present risks which the Lessee assumes.

18. **Environment.** No waste or by-products shall be discharged into open water if it contains any substances and concentrations which will result in harm to aquatic life or to human water supplies. Lessee shall protect the scenic aesthetic values of the area under this lease and the adjacent land as far as possible with the authorized use, during construction, operation and maintenance of the improvements. Lessee will take reasonable measures to prevent and discourage vandalism or disorderly conduct.

No signs or advertising devices shall be erected on the area covered by this lease without prior approval of Lessor, as to location, size, color and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards and said signs shall relate directly to the business of Lessee.

19. **Quiet Enjoyment.** Provided Lessee is not in default hereunder, Lessor covenants that Lessee shall have peaceful and quiet enjoyment of the leased premises without hindrance on the part of the Lessor, and the Lessor will warrant and defend Lessee in the peaceful and quiet enjoyment of the leased premises.

20. **Notices.** Any and all notices required or permitted under this lease, unless otherwise specified in writing by the party whose address changes, shall be in writing and mailed to the following address:

Lessor: City of Whittier	Lessee: Marpet Inc.
P.O. Box 608	200 W. 34 th Avenue, Suite 991
Whittier, AK 99693	Anchorage, AK 99503
Attn: City Manager	ATTN: Marilyn Heddell

All notices required to be made under this lease shall be deemed made at the time it is mailed to the address as provided above by certified mail. Failure of addressee to receive said notice will not nullify and or void a notice as long as such notice was sent pursuant to the terms of this agreement.

Except for emergency ordinances, Lessor will give 10 days notice to Lessee of public hearings for ordinances that affect the leased premises. Notice may also be given by personally contacting Lessee 5 days before a public hearing.

21. **Default.** If lessee at any time during the term of this lease shall (a) fail to make payment when due of any installment of rent or any other sum herein specified to be paid by Lessee, or (b) fail to observe or perform any of Lessee's other covenants, agreements or obligations hereunder, and if any such default shall not be cured as to (a) within 10 days after such default to make payment, or as to (b) within 30 days after Lessor shall have given to Lessee written notice specifying such default or defaults, and Lessee shall not have commenced to cure such default and proceed diligently to cure the same, then in any such event, Lessor shall have the right at its election, then or at any time thereafter, and while such default, defaults or events shall continue, to give Lessee notice of Lessor's intention to terminate this lease and all Lessee's rights hereunder, on a date specified in such notice, which date shall not be less than 30 days after the date of giving of such notice, and on the date specified in such notice the term of this lease and all rights granted Lessee hereunder shall come to an end as fully as if the lease then expired by its own terms.

In the event of termination of this lease as in this paragraph above provided, Lessor shall have the right to repossess the leased premises and such structures, buildings, improvements and equipment, either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Lessee, including damages for rent not then accrued. Lessor shall also have the right, without resuming possession of the premises or terminating this lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

22. **Cost Upon Default.** In the event either party shall be in default in the performance of any of its obligations under this lease, and an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefore, including reasonable attorneys' fees.
23. **Rights and Remedies.** Except insofar as this is inconsistent with or contrary to any provision of this lease, no right or remedy herein

conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, as now or hereafter existing at law or in equity or by statute.

24. **Waiver and Forbearance.** Except to the extent that Lessor may have otherwise agreed in writing, no Waiver by Lessor of any breach by Lessee of any of its obligations or agreements or covenants hereunder, shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any forbearance by Lessor to seek remedy for any breach of Lessee be deemed a waiver by Lessor of its rights and remedies with respect to such breach.
25. **Inspection.** Lessee agrees to permit Lessor and its agents to enter on the premises or any part thereof, at all reasonable hours, upon twenty-four (24) hours notice, for purposes of examining or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof.
26. **Successors in Interest.** This lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.
27. **Assignment or Subletting.** Lessee may not assign or sublet the leased premises, or any part thereof, without the prior written consent of Lessor to such subletting or assignment. Lessee's request to assign or sublease must be in writing and must show the name and address of the proposed assignee or sublessee, as well, as the financial history and operating plan of said assignee or sublessee.
28. **Holding Over Period.** In the event that the Lessee holds over at or after the lease term, or any extended term, the tenancy shall be deemed a month to month tenancy commencing on the first day of the holding over period.
29. **Corporate Status; Payment of City Taxes; Obtaining- City Business License.** Should Lessee be a corporation, Lessee shall, prior to execution of this lease, provide to Lessor a copy of its Certificate of Incorporation and evidence that it is in good standing with and licensed to do business in the State of Alaska, and it hereby covenants that its shall at all times remain in good standing with the State during the term of this lease.

Lessee hereby further acknowledges its obligations under Whittier Municipal Code to obtain and keep current a business license and pay local taxes when due. Failure to comply with such obligations in a timely manner shall be considered a default of this lease.

30. **Governing Law.** This lease and its terms thereof is to be construed under the laws of the State of Alaska.
31. **Anti-Discrimination Clause.** During the performance of this lease, the Lessee agrees:
- (a) In connection with the performance of work under this lease including construction, maintenance and operation of the facility, the Lessee will not discriminate against any employee or applicant from employment because of age, race, color, religions, sex or national origin.
 - (b) The Lessee and his employees shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex or nationality by curtailing or refusing to furnish accommodations, facilities, services or use privileges offered to the public generally.
 - (c) The Lessee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this lease.
32. **Integration and Modification Period.** This document contains the entire agreement of the parties hereto. All negotiations, statements, or representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this lease, and the performance of either party hereto, are merged and integrated into the terms of this document.

This lease may not be modified or amended except by writing signed by both parties hereto, and any purposed amendment or modification is without effect until reduced to a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereunto execute this lease agreement the day and year first hereinabove written.

LESSOR:
CITY OF WHITTIER

DATED: 4/25/06

BY: Mark Earnest
Mark Earnest, City Manager

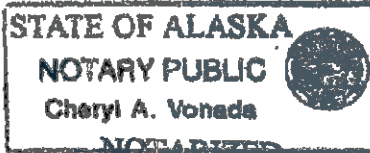
LESSEE:
Honey Charters

DATED: MARCH 29, 2006

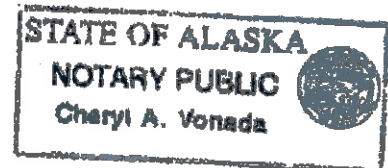
BY: Marilynn Heddell
Marilynn Heddell

DATED: March 29, 2006

BY: G. P. (Pete) Heddell

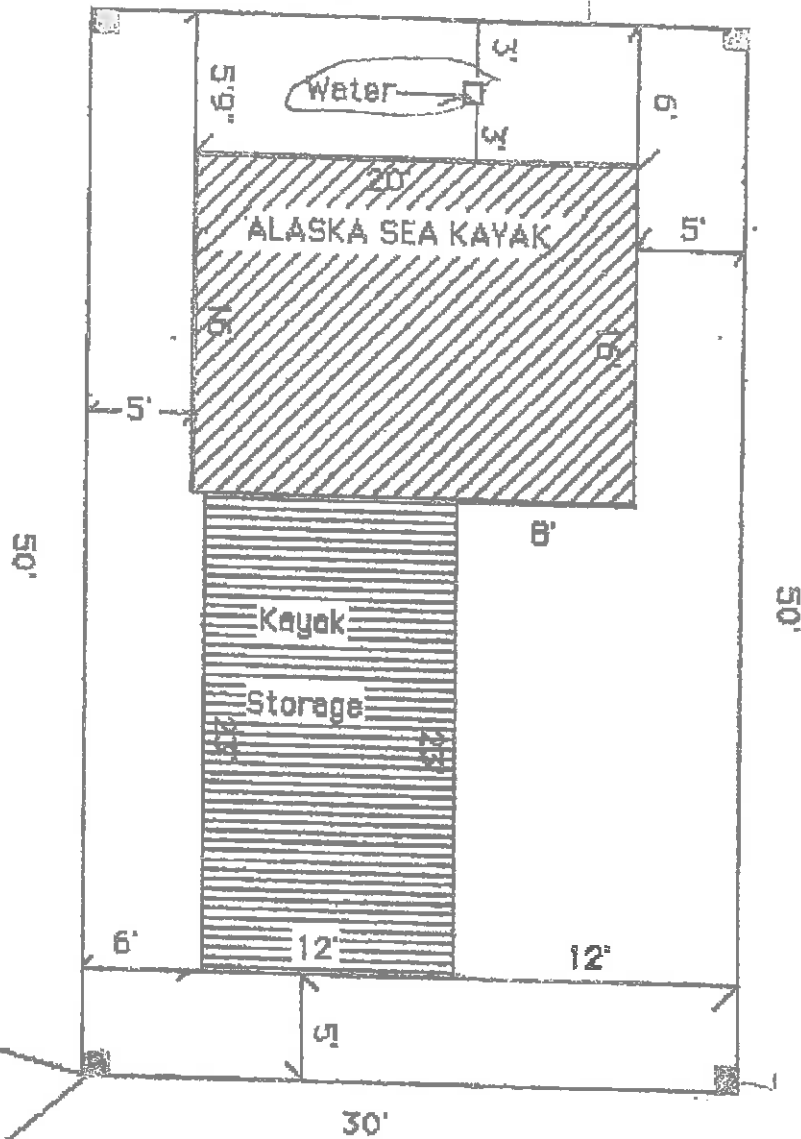


G. P. (Pete) Heddell



On this 29 day of March in 2006.
personally appeared before me
Marilynn and Gordon Heddell
known to me to be the persons whose names are subscribed to the foregoing instrument.
Cheryl Vonada
Notary Public in and for Alaska
My Commission Expires 6/14/08

AREA "A" LOT 3



PK TECH
LS 7200

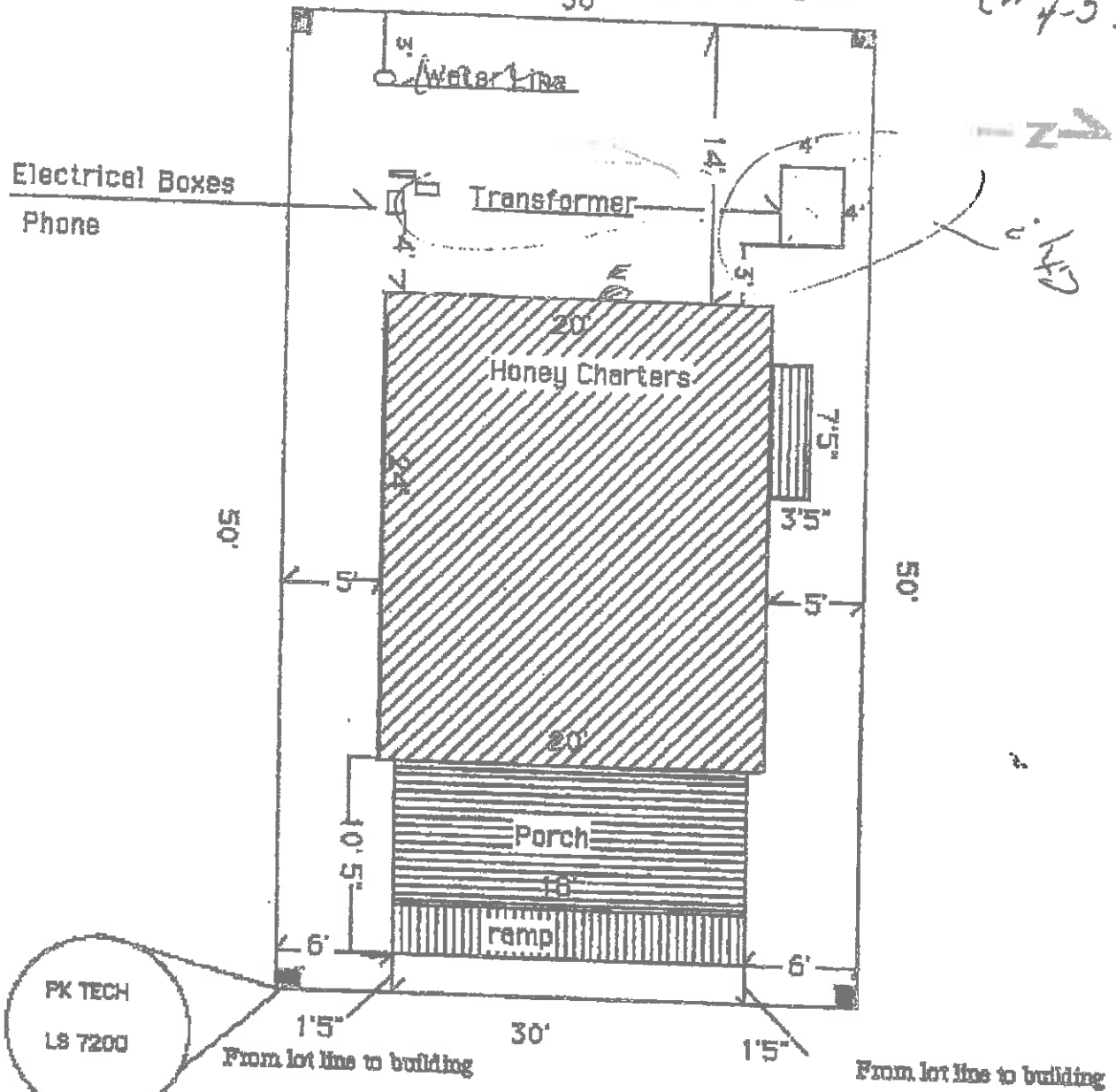
1/2 REBAR 3" BELOW GRADE

SCALE: 1/4" = 2'

WHITTIER, ALASKA
October 1, 1997 DWL

AREA "A" LOT 4

(Lot 4-5)



PK TECH
LS 7200

1/2 REBAR 2" BELOW GRADE

SCALE: 1/4" = 2'

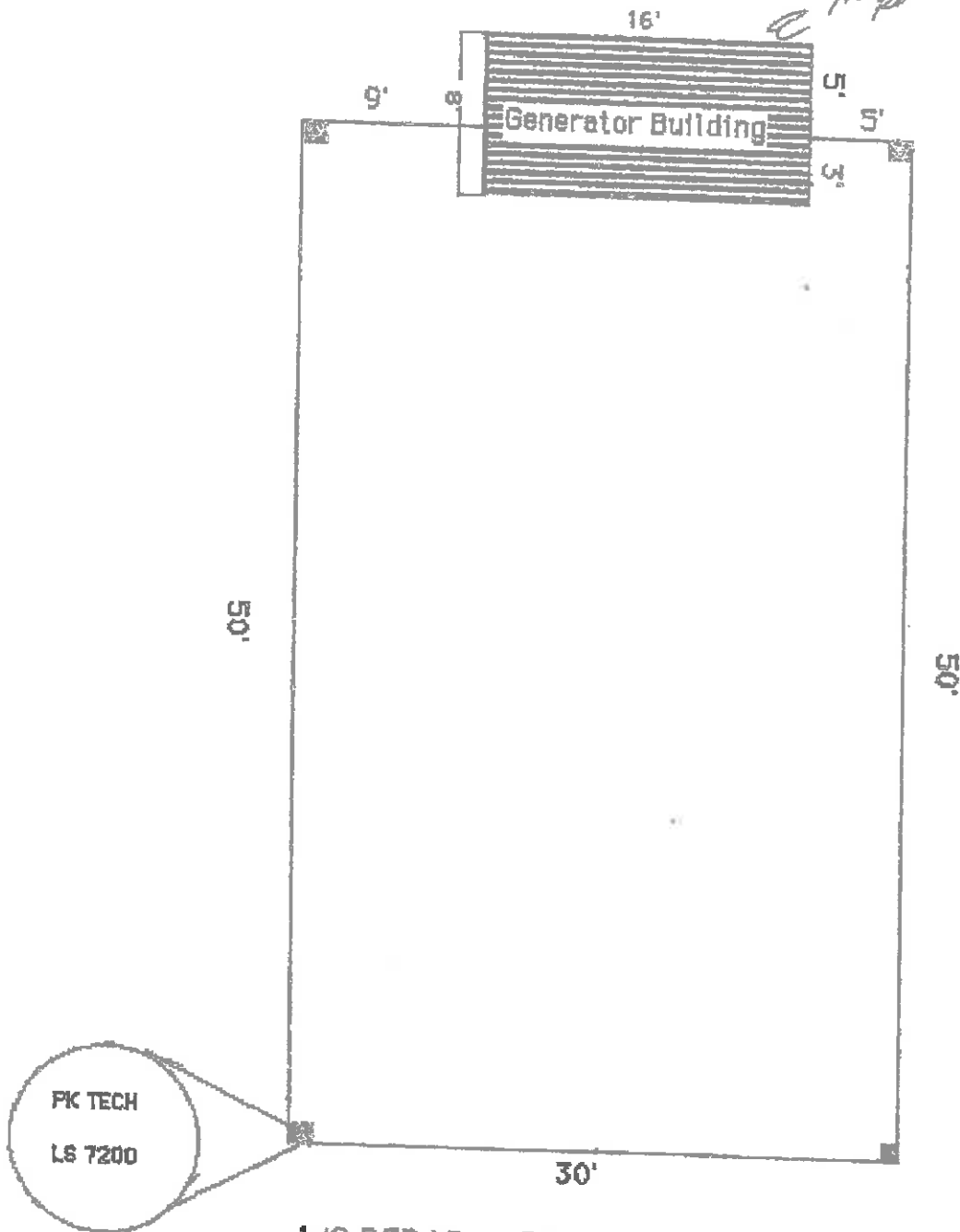
WHITTIER, ALASKA
October 6, 1997 DWL

AREA A

Lot 5

2' has been removed

-2-



1/2 REBAR 2" BELOW GRADE

SCALE: 1/4" = 2'

WHITTIER, ALASKA
October 1, 1997 D'WL



THE CITY OF WHITTIER

Gateway to the Western Prince William Sound

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

May 12, 2004

Brian Hall, Project Engineer
R&M Consultants, Inc.
9101 Vanguard Drive
Anchorage, Alaska 99507

Dear Mr. Hall:

I am writing to clarify the status of leased lots in the Whittier Triangle area. There has been some disagreement as to how many lots are leased by two of our leaseholders. In 1997 the process was started to remove lot lines between lots 1 and 2, leased by the Gangstads, and lots 4 and 5, leased by the Heddells. Since that time the lots have been recognized as lot 1A and lot 4A of the Harbor Triangle.

Both the Gangstads and the Heddells requested being placed on the Whittier Planning and Zoning agenda asking that their original lot lines be restored. In preparation for the meeting I did some investigating. As it turns out, the removal of the lot lines was never recorded. The Whittier Planning and Zoning Commission voted unanimously to recognize the lots as they were originally platted. Therefore, the Gangstads are leasing lots 1 and 2 of the Harbor Triangle, which are occupied by Lisa's Ice Cream Parlor, and the Heddells are leasing lots 3, 4 and 5, which are occupied by Honey Charters and Alaska Sea Kayakers.

Please recognize each of these locations as separate lots when installing utilities to the Harbor Triangle. If you have any questions regarding any of these properties, please contact me at the city office (472-2327 ext. 102).

Sincerely,

Susan Frank
Commissions Clerk

*This is a
copy for your
records.*

**CITY OF WHITTIER, ALASKA
RESOLUTION #19-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
APPOINTING THE CITY ELECTION OFFICIALS FOR THE OCTOBER 2, 2018
REGULAR CITY ELECTION.**

WHEREAS, the City of Whittier will hold its regular City election on October 2, 2018; and

WHEREAS, Whittier Municipal Code 2.06.110 and 120 requires the City Council to appoint election officials prior to each election.

NOW, THEREFORE, BE IT RESOLVED BY THE WHITTIER CITY COUNCIL, that:

**The City Council of the City of Whittier, Alaska hereby appoints the following persons to
serve as election officials for the October 2, 2018 regular city election:**

- **Charlene Arneson**
- **Frankie Graham**
- **June Miller**
- **Wendy Hudson**
- **Karen Dempster**
- **Dyanna Pratt**
- **Maria Burke**

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this
17th day of July, 2018

ATTEST:

**Naelene
City Clerk**

**Daniel Blair
Mayor**

Ayes:
Nays:
Absent:
Abstain:

**CITY OF WHITTIER
RESOLUTION NO. 20-2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA AUTHORIZING THE ISSUANCE OF A SERIES OF HARBOR REVENUE BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,400,000 AND TO APPROPRIATE \$1,000,000 FOR THE PURPOSE OF FINANCING THE DESIGN, CONSTRUCTION AND ACQUISITION OF HARBOR AND RELATED CAPITAL IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS.

WHEREAS, the City of Whittier (the "City") has authorized the issuance of harbor revenue bonds in one or more series pursuant to Resolution No. 36-2016 adopted December 20, 2016 (the "Master Resolution"); and

WHEREAS, it is necessary and in the best interest of the City that revenue bonds of the City be authorized to be sold and the funds derived there from be used to design, construct and acquire harbor and related capital improvements, including without limitation replacement of all existing floats, electrical, plumbing and pilings that were not replaced in construction Phases 1 and 2, and to reimburse any fund of the City which may have advanced funds for such design, construction or acquisition; and

WHEREAS, additional funding in addition to the revenue bonds is required in order to meet the cost for the final construction phase. Bellingham Marine Industries Inc.'s bid for construction is \$5,383,200. Council hereby authorizes the city manager to utilize \$500,000 from the harbor reserve fund and \$500,000 from the Cruise Ship Passenger Vessel Fund. Current balance of the harbor reserve fund is in excess of \$900,000. Undedicated Cruise Ship Passenger Vessel Fund are currently exceeds \$515,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Whittier that: The City Council authorizes the Acting City Manager to proceed with securing additional revenue Bond Funding not to exceed \$4,400,000.

BE IT FURTHER RESOLVED that \$500,000 from the Cruise Ship Passenger Vessel Fund and \$500,000 from the Harbor Fund be appropriated to fund the remaining amount.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 17th day of July, 2018.

ATTEST:

Naelene Matsumiya
City Clerk

Daniel Blair
Mayor

Ayes:
Nays:
Absent:
Abstain:

REFERENCE

CITY OF WHITTIER RESOLUTION NO. 36-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA AUTHORIZING HARBOR REVENUE BONDS OF THE CITY TO BE ISSUED IN SERIES TO FINANCE HARBOR AND RELATED IMPROVEMENTS; CREATING A LIEN UPON COMMERCIAL PASSENGER VESSEL TAX PAYMENTS FROM THE STATE OF ALASKA AND NET REVENUE OF CITY HARBOR FACILITIES FOR THE PAYMENT OF THE BONDS; AND ESTABLISHING COVENANTS OF THE CITY RELATED TO THE BONDS.

WHEREAS, AS 29.47.250 provides that an election is not required to authorize the City to issue revenue bonds; and

WHEREAS, subject to annual appropriation by the legislature, the State of Alaska distributes funds from state commercial passenger vessel tax proceeds under AS 43.52.230(b) to the City, which the City shall use for port facilities, harbor infrastructure, and other services provided to commercial passenger vessels and the passengers on board those vessels; and

WHEREAS, the City owns and operates a harbor (as further defined in Section 1, the "Harbor") as a revenue-producing enterprise; and

WHEREAS, it is necessary and in the best interest of the City and its residents that the City now provide for the issuance of one or more series of revenue bonds to finance improvements to the Harbor and for any other purpose of the Harbor now or hereafter permitted by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Whittier that:

Section 1. Definitions. The following terms shall have the following meanings in this Master Resolution:

"Aggregate Annual Debt Service" means Annual Debt Service for all Outstanding Bonds.

"Annual Debt Service" means the total amount of Debt Service for any Bond or series of Bonds in any Fiscal Year or Base Period.

"Base Period" means the most recent Fiscal Year preceding the date of issuance of an additional series of Bonds for which an independent audit has been completed.

"Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska.

"Bond Register" means the registration books maintained by the Registrar as Bond registrar, which include the names and addresses of the owners or nominees of the owners of the Bonds.

"Bonds" means the bonds, notes or other evidences of indebtedness issued from time to time in series under authority of Section 3.

"City" means the City of Whittier, Alaska, a second class city organized and existing under the Constitution and laws of the State of Alaska.

"City Representative" means the City Manager, or such other person as may be designated from time to time by resolution of the Council.

"Consultant" means an independent professional consultant or consulting firm experienced in harbor matters appointed by the City to perform the duties of Consultant under this Master Resolution. For the purposes of delivering any certificate required by Section 5(b)(2) and making the calculation required by Section 5(b)(2), the term Consultant also shall include any independent public accounting firm appointed by the City to make such calculation or to provide such certificate.

"Costs of Construction" means all costs paid or incurred by the City in connection with the acquisition and construction of capital additions, improvements and betterments to and extensions of the Facilities, and the placing of the same in operation, including without limitation paying all or a portion of the interest on the series of Bonds or any portion thereof issued to finance the costs of such improvements during the period of construction of such improvements and for a period of time thereafter; paying amounts required to meet any reserve requirement for the fund or account established or maintained for such series of Bonds; paying or reimbursing the City or any fund thereof or any other person for expenses incident and properly allocable to the acquisition and construction of said improvements and the placing of the same in operation; and all other items of expense incident and properly allocable to the acquisition and construction of said additions and improvements, the financing of the same and the placing of the same in operation.

"Council" means the general legislative authority of the City, as the same may be constituted from time to time.

"Coverage Requirement" means Net Revenue equal to or greater than 125% of Aggregate Annual Debt Service.

"CPV Revenue" means commercial passenger vessel tax proceeds distributed to the City by the State of Alaska under AS 43.52.230(b) or any successor statute.

"Debt Service" means, for any period, with respect to any Bonds, an amount equal to (1) the principal amount of such Bonds due or subject to mandatory redemption during such period and for which no sinking fund installments have been established, (2) the amount of any payment required to be made during such period into any sinking fund established for the payment of any such Bonds, plus (3) all interest payable during such period on any such Bonds Outstanding and with respect to Bonds with mandatory sinking fund requirements, calculated on the assumption that mandatory sinking fund installments will be applied to the redemption or retirement of such Bonds on the date specified in the Series Resolution authorizing such Bonds.

"Facilities" means all equipment and all property, real and personal, or any interest therein, whether improved or unimproved, now or hereafter (for as long as any Bonds shall be Outstanding) owned, operated, used, leased or managed by the Harbor and which contribute in some measure to its Gross Revenue.

"Fiscal Year" means the fiscal year of the City, which currently is the 12-month period commencing on January 1 and ending the following December 31.

"Government Obligations" means obligations that are either (i) direct obligations of the United States of America or (ii) obligations of an agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Gross Revenue" means (1) all income, receipts and revenue derived by or for the account of the Harbor from time to time from any source from the ownership, leasing or operation of the Facilities whatsoever; (2) all CPV Revenue; and (3) all earnings on any fund or account that is pledged to secure the Bonds. However, the following shall be excluded from Gross Revenue: (i) the proceeds of any borrowing by the City and the earnings thereon (other than earnings on proceeds deposited in reserve funds); (ii) proceeds of insurance or condemnation proceeds other than business interruption insurance; and (iii) income from investments irrevocably pledged to the payment of Bonds issued or to be defeased under any refunding bond plan of the Harbor.

"Harbor" means all harbor facilities located within the boundaries of the City that are owned or operated by the City, including without limitation all small boat harbor facilities and all other docks, wharves, adjacent uplands and structures thereon that are used for harbor purposes, as any of them may be added to, improved and extended, for as long as any of the Bonds are Outstanding.

"Harbor Revenue Fund" means the Harbor Enterprise Fund of the City.

"Master Resolution" means this Resolution No. 36-2016.

"Maximum Annual Debt Service" means, with respect to any Outstanding series of Bonds, the highest remaining Annual Debt Service for such series of Bonds.

"Net Revenue" means Gross Revenue less any part thereof that must be used to pay Operating Expenses.

"Operating Expenses" means the current expenses incurred for operation, maintenance or repair of the Facilities of a non-capital nature, and shall include without limitation labor and supply expenses that are properly chargeable to current operations, utility expenses, customer accounts expenses, administrative and general expenses, insurance premiums, lease rentals, legal and engineering expenses, payments to pension, retirement, group life insurance, health and hospitalization funds or other employee benefit funds that are properly chargeable to current operations, interest on customers' deposits, payroll tax expenses, and any other expenses required to be paid under the provisions of this Master Resolution or by law or permitted by standard

practices for public enterprises similar to the properties and business of the Harbor and applicable in the circumstances. Operating Expenses shall not include payments of taxes or assessments (or payments in lieu of taxes or assessments) to the City, payments with respect to judgments, any allowances for depreciation or amortization, or any principal, redemption price or purchase price of, or interest on, any obligations of the City incurred in connection with the Facilities and payable from Gross Revenue.

"Outstanding" means, as of any date, any Bonds theretofore issued except such Bonds deemed to be no longer Outstanding as provided in this Master Resolution.

"Parity Bonds" means any Bonds issued in the future under a Series Resolution which provides that such Bonds shall be on a parity of lien with other series of Bonds issued pursuant to this Master Resolution, as provided in Section 3.

"Rate Covenant" means the covenant of the City set forth in Section 6(a).

"Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.

"Registrar" means the City Manager, or any person that the Council may appoint from time to time by resolution or by a Series Resolution, to act as registrar for one or more series of Bonds.

"Series Resolution" means a resolution authorizing the issuance of a series of Bonds, as such resolution may thereafter be amended or supplemented. Each Series Resolution shall be supplemental to this Master Resolution.

"2017A Bonds" means the City of Whittier, Alaska, Harbor Revenue Bonds, 2017A authorized by Resolution No. 37-2016.

Section 2. Priority of Use of Gross Revenue; Establishment of Reserve Fund or Accounts.
The Gross Revenue shall be deposited in the Harbor Revenue Fund as collected. The Harbor Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Gross Revenue deposited therein shall be used only for the following purposes and in the following order of priority:

First, to pay Operating Expenses not paid from other sources;

Second, on or before the fifteenth day of each month, to pay into the debt service fund or account for each series of Bonds (i) an amount equal to one-sixth of the next interest payment that is due on such Bonds to the extent that such payment is not to be made from the sale proceeds of such Bonds, plus the amount, if any, necessary to cure any deficiency in the amount in such fund or account that is available to make such payment; and (ii) an amount equal to one-twelfth of the next payment of principal, including sinking fund payments, or redemption price that is due on such Bonds, plus the amount, if any, necessary to cure any deficiency in the amount in such fund or account that is available to make such payment;

Third, to make all payments required to be made into any reserve fund or account to secure the payment of any Bonds; and

Fourth, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the Harbor, or any other lawful City purposes, but only to the extent that there is no deficiency in the amount required to be on deposit in any fund or account described under the Second or Third purposes.

Before the issuance of the first Series of Bonds, the City Manager is authorized to determine whether the reserve accounts, if any, securing a series of Bonds shall be established by the Series Resolution authorizing such series, or whether there shall be a parity reserve fund securing all series of Bonds and the amount that must be maintained in such parity reserve fund.

Section 3. Authorization of Bonds. The City hereby is authorized to issue revenue bonds of the City, to be known as the "City of Whittier, Alaska, Harbor Revenue Bonds," from time to time in series, and without limitation as to aggregate principal amount. Each series of Bonds may be issued in such amount and upon such terms and conditions as the Council may from time to time deem to be necessary or advisable, for any purposes of the Harbor now or hereafter permitted by law, but only upon compliance with the applicable conditions for their issuance in Section 5.

All Bonds shall be Parity Bonds having an equal lien and charge upon Net Revenue upon the fulfillment of the conditions for their issuance under this Master Resolution. From and after the time of issuance and delivery of the Bonds of each series, and so long thereafter as any of the same remain Outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay out of Net Revenue into the special funds created for the payment of the Bonds of such series, on or before the due date, the amount necessary to pay principal or interest coming due on the Bonds of such series. Said amounts so pledged to be paid into such special funds are hereby declared to be a prior lien and charge upon Gross Revenue superior to all other charges of any kind or nature whatsoever except for Operating Expenses and except for charges equal in rank that may be made thereon to pay and secure the payment of the principal of and interest on Parity Bonds issued under and in accordance with this Master Resolution.

The Bonds shall not in any manner or to any extent constitute general obligations of the City or of the State of Alaska, or of any political subdivision of the State of Alaska.

Section 4. Series Resolution. Each series of Bonds shall be authorized by a Series Resolution, which shall, among other provisions, specify or provide for:

- (a) the authorized principal amount, designation and series of such Bonds;
- (b) the general purpose or purposes for which such series of Bonds is being issued, and the deposit, disbursement and application of the proceeds of the sale of the Bonds of such series;
- (c) the date or dates, and the maturity date or dates, of the Bonds of such series, and the principal amount maturing on each maturity date;

(d) the interest rate or rates on the Bonds of such series and the interest payment date or dates therefor;

(e) the denominations of, and the manner of dating, numbering, and, if necessary, authenticating, the Bonds of such series;

(f) the paying agent or paying agents, if any, for the Bonds of such series and the duties and obligations thereof;

(g) the place or places of payment of the principal, redemption price, if any, or purchase price, if any, of and interest on, the Bonds of such series;

(h) the Registrar or Registrars, if any, for the Bonds of such series and the duties and obligations thereof;

(i) the form or forms of the Bonds of such series and the methods, if necessary, for the registration, transfer and exchange of the Bonds of such series;

(j) the terms and conditions, if any, for the redemption of the Bonds of such series prior to maturity, including the redemption date or dates, the redemption price or prices and other applicable redemption terms;

(k) the manner of sale of the Bonds of such series;

(l) if so determined by the City, the authorization of and any terms and conditions with respect to credit support for the Bonds of such series and the pledge or provision of moneys, assets or security other than Net Revenue to or for the payment of the Bonds of such series or any portion thereof;

(m) a special fund or account to provide for the payment of the Bonds of such series and, if so determined by the City, any other specific funds or accounts, including without limitation reserve funds or accounts, for the Bonds of such series and the application of moneys or securities therein; and

(n) any other provisions which the City deems necessary or desirable in connection with the Bonds of such series.

Concurrently with the adoption of this Master Resolution, the City will adopt Resolution No. 37-2016, authorizing the issuance of \$2,000,000 in aggregate principal amount of 2017A Bonds.

Section 5. Limitations on Issuance of Bonds. Except for the 2017A Bonds, the City shall not issue any series of Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenue with Bonds at the time Outstanding unless it meets the applicable conditions for the issuance of such series in this section.

(a) Project Completion. The City may issue Bonds to pay Costs of Construction of Facilities for which Bonds have been issued previously if the principal amount of such Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Bonds theretofore issued for such Facilities and reasonably allocable to the Facilities to be completed as shown in a written certificate of a City Representative, and there is delivered a Consultant's certificate stating that the nature, purpose, scope and design of such Facilities have not materially changed. Notwithstanding any other provision of this subsection (a), for so long as the Bond Bank is the Registered Owner of any Outstanding Bonds, the City shall not issue any Bonds under this paragraph (a) without the prior written consent of the Bond Bank, which consent shall not be unreasonably refused.

(b) Any Purposes of the Harbor. The City may issue Bonds if the Bonds are being issued for any purposes permitted under Section 3, upon delivery of a certificate prepared as described in paragraph (1) or (2) of this subsection.

(1) Certificate of the City Without a Consultant. The City may deliver a certificate without a Consultant if the City shall not have been in default of the Rate Covenant for the immediately preceding Fiscal Year, and if Net Revenue for the Base Period (confirmed by an independent audit) is not less than the amount of Net Revenue that would be required to fulfill the Coverage Requirement in each Fiscal Year in which Bonds of such series or any prior series will be Outstanding, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Bonds then being issued will be paid from a source other than the proceeds of such series of Bonds.

(2) Certificate of a Consultant. Unless the City delivers a certificate without a Consultant as provided in paragraph (1) of this subsection, the City shall deliver a certificate of a Consultant demonstrating fulfillment of the Coverage Requirement in each Fiscal Year in which Bonds of such series or any prior series will be Outstanding, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Bonds then being issued no longer will be paid from the proceeds of such series of Bonds. For the purpose of certifying compliance with the Coverage Requirement under this paragraph (2), the Consultant shall determine Net Revenue by adjusting Net Revenue for the Base Period as follows:

(i) By adding the estimated annual Net Revenue to be derived from the operation of any additions or improvements to or extensions of the Facilities under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Bonds being issued, and which net revenue is not otherwise included in any of the sources of Net Revenue described in this paragraph (2);

(ii) By adding the estimated annual Net Revenue to be derived from the operation of any additions and improvements to or extensions of the Facilities being paid for out of the proceeds of sale of such Bonds being issued;

(iii) By adding to Gross Revenue the amount of any depreciation that is included in Operating Expenses; and

(iv) By adjusting Net Revenue to reflect the Harbor rates and charges effective on the date of such certificate if there has been any change in such rates and charges during or after the Base Period.

Notwithstanding any other provision of this paragraph (2), for so long as the Bond Bank is the Registered Owner of any Outstanding Bonds, the City shall not issue any Bonds under this paragraph (2) without the prior written consent of the Bond Bank, which consent shall not be unreasonably refused.

(c) Refunding for Debt Service Savings. The City may issue Bonds for the purpose of refunding Outstanding Bonds where the Annual Debt Service in each Fiscal Year on all Bonds to be Outstanding after the issuance of the refunding Bonds will not be greater than the Annual Debt Service in the same Fiscal Year if such refunding did not occur.

Section 6. Specific Covenants. The City hereby covenants with the Registered Owners of all Outstanding Bonds for as long as any Bonds remain Outstanding:

(a) Rate Covenant. At all times the City will establish, maintain and collect rentals, tariffs, rates, fees, and charges in the operation of all of the business of the Harbor that will produce Net Revenue in each Fiscal Year at least equal to the greater of:

(1) 125% of the amount required in such Fiscal Year to be paid as Debt Service on Outstanding Bonds, or

(2) the amount required to be deposited during such Fiscal Year from Net Revenue into bond funds and reserve funds established for Outstanding Bonds, but excluding from each of the foregoing payments made from refunding debt or capitalized Debt Service.

If the Net Revenue in any Fiscal Year is less than required to fulfill the Rate Covenant, then the City will retain a Consultant to make recommendations as to operations and the revision of schedules of rentals, tariffs, rates, fees and charges, and on the basis of such recommendations and other available information the City will establish such rentals, tariffs, rates, fees and charges for Harbor services and operations as are necessary to meet the Rate Covenant. If the City has taken the steps set forth in this paragraph and the Net Revenue in the Fiscal Year in which adjustments are made nevertheless is not sufficient to meet the Rate Covenant, there shall be no default under the Rate Covenant unless the City fails to meet the Rate Covenant in the Fiscal Year immediately succeeding the Fiscal Year in which the adjustments are made.

(b) Maintenance and Repairs. The City will at all times maintain, preserve and keep the Harbor's properties and every part and parcel thereof in good repair, working order and condition; will from time to time make or cause to be made all necessary and proper repairs, renewals and replacements thereto so that the business carried on in connection therewith may be properly and advantageously conducted, and will at all times operate the Harbor in an efficient manner and at a reasonable cost.

(c) Insurance. The City will at all times carry fire and other casualty insurance on the Facilities to the full insurable value thereof, and will also carry adequate public liability insurance and such other forms of insurance as under good business practices are ordinarily carried on such equipment and property. Such insurance also may be maintained by the City through a program of self-insurance.

(d) Extensions or Betterments. The City will not expend any of the money in the Harbor Revenue Fund for any extensions or betterments which are not economically sound and which will not contribute to the operation of the Harbor in an efficient and economical manner, unless such extensions are required by law or any regulatory body having jurisdiction.

(e) Accounting. The City will keep and maintain proper books and accounts with respect to the operation of the Harbor in such manner as prescribed by any authorities having jurisdiction over the Harbor and will cause its books of account to be audited annually by competent certified public accountants, copies of which audits shall, upon request, be furnished to Registered Owners of the Bonds. Said audits shall show whether or not the City has in all respects performed and complied with the covenants set forth in this Master Resolution.

(f) Bonding of Employees. All employees and agents of the City collecting or handling money of the City in connection with the management and operation of the Harbor shall be bonded in an amount commensurate with the funds they handle and in an amount sufficient to protect the City from loss.

(g) Disposal of Harbor. The City will not sell, or otherwise dispose of, substantially all of the Facilities or other properties of the Harbor, unless contemporaneously with such sale or disposal there shall be paid into a special fund a sum sufficient (together with investment income thereon) to defease all Bonds then Outstanding to the date or dates on which they first may be redeemed.

The City may sell or dispose of any portion of the Facilities or other properties of the Harbor to related or unrelated entities, provided that if such properties constitute five percent or greater of the "book value" of the Harbor's properties or generate five percent or greater of the Net Revenue of the Harbor at the time of such sale or disposition, the Harbor has on hand a report from a Consultant verifying compliance with the Coverage Requirement for the next three full Fiscal Years.

The City also may sell, dispose of or convey any assets which are no longer deemed to be used or useful to the operations of the Harbor.

Section 7. Amendatory and Supplemental Resolutions.

(a) The Council from time to time and at any time may adopt a resolution or resolutions supplemental hereto, which resolution or resolutions thereafter shall become a part of this Master Resolution, for any one or more of the following purposes:

(1) To provide for the issuance of a series of Bonds in accordance with Section 5, and to prescribe the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed.

(2) To add covenants and agreements of the City for the purpose of further securing the payment of the Bonds; provided that such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the City contained in this Master Resolution.

(3) To prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the City payable from Net Revenue which are not contrary to or inconsistent with the limitations and restrictions thereon theretofore in effect.

(4) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Master Resolution.

(5) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Master Resolution or in regard to matters or questions arising under this Master Resolution as the Council may deem necessary or desirable and not inconsistent with this Master Resolution and which shall not adversely affect the security for the payment of the Bonds or the interests of the Registered Owners of the Bonds.

For so long as the Bond Bank is the Registered Owner of any Outstanding Bonds, the City shall not adopt a supplemental resolution under this subsection (a) without giving at least 30 days' prior written notice to the Bond Bank of the terms of such resolution. Any such supplemental resolution may be adopted without the consent of the Registered Owner of any of the Bonds at any time Outstanding, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time Outstanding, the Council may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Master Resolution or of any supplemental resolution; provided, however, that no such supplemental resolution shall:

(1) extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or

(2) reduce the aforesaid percentage of Registered Owners of Bonds required to approve any such supplemental resolution without the consent of the Registered Owners of all of the Bonds then outstanding.

Notwithstanding any other provision of this subsection (b), for so long as the Bond Bank is the Registered Owner of any Outstanding Bonds, the Council shall not adopt a supplemental resolution under this paragraph (b) without the prior written consent of the Bond Bank, which consent shall not be unreasonably refused. It shall not be necessary for the consent of the Registered Owners of the Bonds under this subsection to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent approves the substance thereof.

(c) Upon the adoption of any supplemental resolution under this section, this Master Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Master Resolution of the City and all Registered Owners of Outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this Master Resolution for any and all purposes.

(d) Bonds of any series delivered after the effective date of any amendment adopted under this section to this Master Resolution or the Series Resolution with respect to that series may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, new Bonds modified so as to conform, in the opinion of the City, to the terms of any such supplemental resolution may be prepared by the City and delivered without cost to the Registered Owners of the affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 8. Notice to Registered Owners. Except as this Master Resolution specifically provides otherwise, any notice under this Master Resolution to Registered Owners of any Bonds may be given by first class mail, postage prepaid, to such Registered Owners at their respective addresses appearing upon the Bond Register maintained by or on behalf of the City.

Section 9. Execution of Instruments by Registered Owners. Any instrument in writing that this Master Resolution requires or permits to be executed by Registered Owners of Bonds may be in any number of concurrent instruments of similar tenor and may be executed by such Registered Owners in person or by an agent duly appointed by an instrument in writing. The fact and date of the execution by any person of any such instrument may be proved sufficiently for any purpose of this Master Resolution by either (a) an acknowledgment executed by a notary public or other officer empowered to take acknowledgments of deeds to be recorded in the particular jurisdiction, (b) an affidavit of a witness to such execution sworn to before such a notary public or other officer, or (c) a signature guarantee. Where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such acknowledgment or affidavit shall also constitute sufficient proof of the authority of such person. The foregoing shall not be construed as limiting the City to such proof, it being intended that the City may accept any other evidence of the matters herein stated which to it may seem sufficient.

Section 10. Defeasance. In the event money and/or non-callable Government Obligations maturing at such times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any or all of the Bonds in accordance with their terms are set aside in a special trust

account to effect such redemption or retirement and such moneys and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be Outstanding.

Section 11. Resolutions a Contract with Registered Owners. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Master Resolution and of any Series Resolution shall constitute a contract with the Registered Owners of each Bond, and the obligations of the City under this Master Resolution and under any Series Resolution shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Master Resolution to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Master Resolution and shall in no way affect the validity of the other provisions of this Master Resolution or of the Bonds.

Section 13. Effective Date. This resolution shall take effect upon passage and approval.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 20th day of December 2016.

ATTEST:


Jennifer Rogers
City Clerk


Daniel Blair
Mayor

Ayes: 6
Nays: 0
Absent: 1
Abstain: 0

REFERENCE

CITY OF WHITTIER RESOLUTION NO. 37-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA AUTHORIZING THE ISSUANCE OF A SERIES OF HARBOR REVENUE BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000 FOR THE PURPOSE OF FINANCING THE DESIGN, CONSTRUCTION AND ACQUISITION OF HARBOR AND RELATED CAPITAL IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS.

WHEREAS, the City of Whittier (the "City") has authorized the issuance of harbor revenue bonds in one or more series pursuant to Resolution No. 36-2016 adopted December 20, 2016 (the "Master Resolution"); and

WHEREAS, it is necessary and in the best interest of the City that revenue bonds of the City be authorized to be sold and the funds derived therefrom be used to design, construct and acquire harbor and related capital improvements, including without limitation replacement of Small Boat Harbor Floats B, C, and X (the "Project") and to reimburse any fund of the City which may have advanced funds for such design, construction or acquisition; and

WHEREAS, the Council finds that it is necessary and appropriate to delegate to the City Manager authority to determine the maturity amounts, interest rates and other details of the bonds, and to determine other matters that are not provided for in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Whittier that:

Section 1. Definitions. The terms used in this Series Resolution which are defined in the Master Resolution shall have the meanings set forth in the Master Resolution. In addition the following terms shall have the following meanings in this Series Resolution:

"Bond Bank Bonds" means general obligation bonds issued by the Bond Bank after the date of this Resolution, all or part of the proceeds of which are used to purchase all of the 2017A Bonds.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.

"Loan Agreement" means the Loan Agreement between the City and the Bond Bank concerning the 2017A Bonds.

"2017A Bond Fund" means the Harbor Revenue Bond Fund, 2017A, established by Section 13 of this Series Resolution.

"2017A Bonds" means the City of Whittier, Alaska, Harbor Revenue Bonds, 2017A authorized by this Series Resolution.

"2017A Debt Service Account" means the account of that name created in the 2017A Bond Fund by Section 13(a) of this Series Resolution.

"2017A Project Account" means the account of that name created in the 2017A Bond Fund by Section 13(c) of this Series Resolution.

"2017A Reserve Account" means the account of that name created in the 2017A Bond Fund by Section 13(b) of this Series Resolution.

"2017A Reserve Requirement" means an amount equal to the least of (i) Maximum Annual Debt Service with respect to the Outstanding 2017A Bonds; (ii) 125% of average Annual Debt Service with respect to the Outstanding 2017A Bonds; and (iii) 10% of the initial principal amount of the 2017A Bonds.

Section 2. Authorization of 2017A Bonds and Purpose of Issuance. For the purpose of providing part of the funds required to pay the Costs of Construction of the Project, to reimburse any fund of the City which may have advanced funds for the Project, to make any required deposit into the 2017A Reserve Account, and to pay all costs incidental thereto and to the issuance of the 2017A Bonds, the City hereby authorizes and determines to issue and sell as a series of Bonds under the Master Resolution the 2017A Bonds in the aggregate principal amount of not to exceed \$2,000,000.

Section 3. Obligation of 2017A Bonds. The 2017A Bonds shall be an obligation only of the 2017A Bond Fund and shall be payable and secured as provided herein and in the Master Resolution. Neither the faith and credit nor the taxing power of the City is pledged for the payment of the 2017A Bonds.

Section 4. Description of 2017A Bonds. The 2017A Bonds shall be designated "City of Whittier, Alaska, Harbor Revenue Bonds, 2017A." The 2017A Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be numbered separately in the manner and with such additional designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

The 2017A Bonds shall mature in one or more years commencing in or after 2017 and ending no later than 2025. The 2017A Bonds shall bear interest from their date, payable commencing on a date on or after January 1, 2017, and semi-annually thereafter in each year. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Subject to Section 2 and the remainder of this section, the dated date, the principal and interest payment dates, the record dates for interest payments, the aggregate principal amount, the principal amount of each maturity, and the interest rates on the 2017A Bonds shall be determined at the time of execution of the Loan Agreement under Section 16.

Section 5. Optional Redemption. The 2017A Bonds, if any, subject to optional redemption by the City, the time or times when such Bonds are subject to optional redemption, the terms upon which such Bonds may be redeemed, and the redemption price or redemption prices for such 2017A Bonds, shall be determined at the time of execution of the Loan Agreement under Section 16.

Section 6. Selection of 2017A Bonds for Redemption; Notice of Redemption.

(a) Selection of 2017A Bonds for Redemption. When the Bond Bank is the Registered Owner of the 2017A Bonds, the selection of 2017A Bonds to be redeemed shall be made as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the 2017A Bonds, the selection of 2017A Bonds to be redeemed shall be made as provided in this subsection (a). If the City redeems at any one time fewer than all of the 2017A Bonds having the same maturity date, the particular 2017A Bonds or portions of 2017A Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Registrar) in increments of \$5,000. In the case of a 2017A Bond of a denomination greater than \$5,000, the City shall treat such 2017A Bond as representing such number of separate 2017A Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such 2017A Bond by \$5,000. In the event that only a portion of the principal amount of a 2017A Bond is redeemed, upon surrender of such 2017A Bond at the office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a 2017A Bond or Bonds of like maturity and interest rate in any of the denominations authorized herein.

(b) Notice of Redemption. When the Bond Bank is the Registered Owner of the 2017A Bonds, notice of any intended redemption of 2017A Bonds shall be given as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the 2017A Bonds, notice of any intended redemption of 2017A Bonds shall be made as provided in this subsection (b). Notice of redemption shall be mailed not less than 30 nor more than 45 days prior to the date fixed for redemption by first class mail to the Registered Owners of the 2017A Bonds to be redeemed at their addresses as they appear on the Bond Register on the day the notice is mailed. Notice of redemption shall be deemed to have been given when the notice is mailed as herein provided, whether or not it is actually received by the Registered Owners. All notices of redemption shall be dated and shall state: (1) the redemption date; (2) the redemption price; (3) if fewer than all outstanding 2017A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the 2017A Bonds to be redeemed; (4) that upon the condition that moneys sufficient to redeem such 2017A Bonds are on deposit in the Debt Service Account on the redemption date the redemption price will become due and payable upon each such 2017A Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (5) the place where such 2017A Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Registrar.

Official notice of redemption having been given as aforesaid, and upon moneys sufficient to redeem such 2017A Bonds being on deposit in the Debt Service Account on the date fixed for redemption, 2017A Bonds or portions of 2017A Bonds to be redeemed shall, on the redemption

date, become due and payable at the redemption price therein specified, and from and after such date, such 2017A Bonds or portions of 2017A Bonds shall cease to bear interest. Upon surrender of such 2017A Bonds for redemption in accordance with said notice, such 2017A Bonds shall be paid at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender of any 2017A Bond for partial redemption, there shall be prepared for the Registered Owner a new 2017A Bond or Bonds of the same maturity in the amount of the unpaid principal. All 2017A Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Each check or other transfer of funds issued to pay the redemption price of 2017A Bonds shall bear the CUSIP number, if any, identifying, by maturity, the 2017A Bonds being redeemed with the proceeds of such check or other transfer.

Section 7. Form of Bond. Each 2017A Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Series Resolution or the Master Resolution:

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY OF WHITTIER

NO. _____

\$ _____

HARBOR REVENUE BOND, 2017A

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Whittier, a municipal corporation of the State of Alaska (the "City"), acknowledges itself indebted and for value received promises to pay (but only out of the sources mentioned herein) to the Registered Owner identified above, or its registered assigns, the principal amount shown above in the following installments on _____ 1 of each of the following years, and to pay interest on such installments from the date hereof, payable on _____ 1, 2017 and semiannually thereafter on the 1st days of _____ and _____ of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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When this 2017A Bond is owned by the Alaska Municipal Bond Bank (the "Bond Bank"), payment of principal and interest shall be made as provided in the Loan Agreement dated as of _____ 1, 2017, between the Bond Bank and the City (the "Loan Agreement"). When this 2017A Bond is not owned by the Bond Bank, installments of principal and interest on this 2017A Bond shall be paid by check or draft mailed by first class mail to the Registered Owner as of the close of business on the _____ day of the month _____ each installment payment date; provided that the final installment of principal and interest on this 2017A Bond shall be payable

upon presentation and surrender of this 2017A Bond by the Registered Owner at the office of the Registrar. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on this 2017A Bond are payable in lawful money of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

Installments of principal of this 2017A Bond due on and after _____, 20__, shall be subject to prepayment on and after _____, 20__, at the option of the City (subject to any applicable provisions of the Loan Agreement), in such principal amounts and from such maturities as the City may determine, and by lot within a maturity, at a redemption price equal to the principal amount to be prepaid, plus accrued interest to the date of prepayment.

This 2017A Bond is a special obligation of the City and is one of a duly authorized issue of Bonds of the City designated "City of Whittier, Alaska, Harbor Revenue Bonds" (the "Bonds"), issued and to be issued in various series under Resolution No. 36-2016 (the "Master Resolution"), adopted December 20, 2016, and a Series Resolution authorizing each such series. As provided in the Master Resolution, the Bonds may be issued from time to time pursuant to Series Resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the Master Resolution is not limited, and all Bonds issued and to be issued under said Master Resolution are and will be equally and ratably secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Master Resolution.

This 2017A Bond is one of a series of Bonds issued in the aggregate principal amount of \$ _____ under the Master Resolution and Resolution No. 37-2016 (the "Series Resolution"), adopted December 20, 2016, for the purpose of providing funds to design, construct and acquire harbor and related capital improvements for the City of Whittier Harbor.

This 2017A Bond shall be an obligation only of the 2017A Bond Fund and shall be payable and secured as provided in the Master Resolution and the Series Resolution. Neither the faith and credit nor the taxing power of the City is pledged for the payment of the 2017A Bonds. The City has pledged to pay into the 2017A Bond Fund from Net Revenue or money in the Harbor Revenue Fund, on or prior to the respective dates on which the same become due, such amounts as are required to pay the interest and principal to become due on this 2017A Bond. Said amounts so pledged are hereby declared to be a lien and charge upon Gross Revenue superior to all other charges of any kind or nature whatsoever, except for Operating Expenses and except that the amounts so pledged are of equal lien to any lien and charge thereon which may hereafter be made to pay and secure the payment of the principal of and interest on any Parity Bonds.

IT IS HEREBY CERTIFIED and declared that this 2017A Bond is issued pursuant to and in strict compliance with the constitution and statutes of the State of Alaska, and that all acts, conditions and things required to happen, to be done, and to be performed precedent to and on the issuance of this 2017A Bond have happened, been done and been performed.

IN WITNESS WHEREOF, THE CITY OF WHITTIER, ALASKA, has caused this 2017A Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, all as of the ____ day of _____ 2017.

CITY OF WHITTIER

Mayor

A T T E S T:

Clerk

[SEAL]

Section 8. Execution. The 2017A Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, and its corporate seal (or a facsimile thereof) shall be impressed or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk. The execution of a 2017A Bond on behalf of the City by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the 2017A Bond or shall not have held office on the date of the 2017A Bond.

Section 9. Payment of Principal and Interest. The 2017A Bonds shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. When the Bond Bank is the Registered Owner of the 2017A Bonds, payment of principal and interest on the 2017A Bonds shall be made as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the 2017A Bonds, installments of principal and interest on the 2017A Bonds shall be paid by check mailed by first class mail to the Registered Owner as of the record date for the installment payment at the address appearing on the Bond Register; provided that the final installment of principal and interest on a 2017A Bond shall be payable upon presentation and surrender of the 2017A Bond by the Registered Owner at the office of the Registrar.

Section 10. Registration. The 2017A Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the City. The City and the Registrar may treat the person in whose name any 2017A Bond shall be registered as the absolute owner of such 2017A Bond for all purposes, whether or not the 2017A Bond shall be overdue, and all payments of principal of and interest on a 2017A Bond made to the Registered Owner thereof or upon its order shall be valid and effectual to satisfy and discharge the liability upon such 2017A Bond to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Section 11. Transfer and Exchange. 2017A Bonds shall be transferred only upon the books for the registration and transfer of 2017A Bonds kept at the office of the Registrar. Upon surrender for transfer or exchange of any 2017A Bond at such office, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, the City shall execute and deliver an equal aggregate principal amount of 2017A Bonds of the same maturity of any authorized denominations, subject to such reasonable regulations as the City may prescribe and upon payment sufficient to reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. All 2017A Bonds surrendered for transfer or exchange shall be canceled by the Registrar.

Section 12. 2017A Bonds Mutilated, Destroyed, Stolen or Lost. Upon surrender to the Registrar of a mutilated 2017A Bond, the City shall execute and deliver a new 2017A Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a 2017A Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new 2017A Bond of like maturity and principal amount. The person requesting the execution and delivery of a new 2017A Bond under this section shall comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith.

Section 13. 2017A Bond Fund. A special fund of the City designated the "Harbor Revenue Bond Fund, 2017A" is hereby created for the purpose of paying and securing the payment of the 2017A Bonds. The 2017A Bond Fund shall be held separate and apart from all other funds and accounts of the City and shall be a trust fund for the owners, from time to time, of the 2017A Bonds.

(a) 2017A Debt Service Account. A 2017A Debt Service Account is hereby created in the 2017A Bond Fund for the purpose of paying the principal of and interest on the 2017A Bonds. The City shall deposit in the Debt Service Account the portion, if any, of the sale proceeds of the 2017A Bonds that is to be used to pay interest on the 2017A Bonds. The City hereby irrevocably obligates and binds itself for as long as the 2017A Bonds remain Outstanding to set aside and pay into the 2017A Debt Service Account from Net Revenue or money in the Harbor Revenue Fund, such amounts as are required to be deposited in the Debt Service Account by Section 2 of the Master Resolution and to pay on or prior to the respective dates on which the same become due (i) the interest scheduled to become due on the Outstanding 2017A Bonds, and (ii) maturing principal of the Outstanding 2017A Bonds.

(b) 2017A Reserve Account. A 2017A Reserve Account is hereby created in the 2017A Bond Fund for the purpose of securing the payment of the principal of and interest on the 2017A Bonds. On the date of issuance of the 2017A Bonds, the City shall deposit a sum in the 2017A Reserve Account that is equal to the 2017A Reserve Requirement. If a deficiency occurs in the 2017A Debt Service Account, an amount sufficient to make up the deficiency shall be withdrawn from the 2017A Reserve Account and transferred to the 2017A Debt Service Account. The City shall make up any deficiency in the 2017A Reserve Account resulting from such a withdrawal

within one year out of Net Revenue or out of any other moneys legally available for such purpose, after providing for the payments required to be made into the 2017A Debt Service Account within such year.

Any amount in the 2017A Reserve Account in excess of the 2017A Reserve Requirement may be transferred to the 2017A Debt Service Account and used to pay the principal of and interest on the 2017A Bonds as the same becomes due and payable. Whenever there is a sufficient amount in the 2017A Bond Fund, including the 2017A Reserve Account and the 2017A Debt Service Account, to pay the principal of and interest on all Outstanding 2017A Bonds, the amount in the 2017A Reserve Account may be used to pay such principal and interest.

This subsection (b) shall apply only if the City Manager does not determine to establish a parity reserve fund securing all Bonds under Section 2 of the Master Resolution.

(c) 2017A Project Account. A 2017A Project Account is hereby created in the 2017A Bond Fund for the purpose of receiving sale proceeds of the 2017A Bonds that are to be used to pay Costs of Construction of the Project other than the portion, if any, of the sale proceeds of the 2017A Bonds that is to be used to pay interest on the 2017A Bonds. The City shall disburse monies from the 2017A Project Account as required to pay, or to reimburse the City for its prior payment of, Costs of Construction of the Project.

(d) Pledge and Lien. Said amounts so pledged to be paid into the 2017A Debt Service Account and the 2017A Reserve Account are hereby declared to be a lien and charge upon Gross Revenue superior to all other charges of any kind or nature whatsoever, except for Operating Expenses and except that the amounts so pledged are of equal lien to any lien and charge thereon which may hereafter be made to pay and secure the payment of the principal of and interest on any Parity Bonds.

Section 14. Disposition of the Sale Proceeds of the 2017A Bonds. The sale proceeds of the 2017A Bonds shall be applied to pay accrued interest on the 2017A Bonds, Costs of Construction of the Project, issuance costs of the 2017A Bonds and any amount required to cause the amount on deposit in the 2017A Reserve Account to be equal to the 2017A Reserve Requirement, and shall be deposited in the appropriate funds or accounts of the City for such purposes.

Section 15. Tax Covenants. The City covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the 2017A Bonds from gross income for federal income tax purposes. The City covenants that it will make no use or investment of the proceeds of the 2017A Bonds which will cause the 2017A Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The City covenants that it will not take or permit any action that would cause the 2017A Bonds to be "private activity bonds" as defined in Section 141 of the Code.

Section 16. Sale of 2017A Bonds. The 2017A Bonds shall be sold at negotiated sale to the Bond Bank as provided in the Loan Agreement. Subject to the limitations provided in Sections

2 and 4, the City Manager is hereby authorized to determine the aggregate principal amount, maturity amounts, interest rates, yields, dated date, principal and interest payment dates, and redemption terms, if any, for the 2017A Bonds, and other details of the 2017A Bonds; provided that the true interest cost of the 2017A Bonds, expressed as an annual rate, does not exceed 4.0 percent. In determining the maturity amounts, interest rates, yields, and redemption terms, if any, for the 2017A Bonds, the City Manager shall take into account those factors which, in his judgment, will result in the lowest true interest cost on the 2017A Bonds to their maturity, including without limitation current financial market conditions and current interest rates for obligations comparable in tenor and quality to the 2017A Bonds. Based upon the foregoing determinations, the City Manager is authorized to execute the Loan Agreement, in substantially the form presented at this meeting.

Section 17. Authority of Officers. The City Manager, the acting City Manager, the Finance Director, the acting Finance Director, the Clerk and the acting Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this Series Resolution, to the end that the City may carry out its obligations under the 2017A Bonds and this Series Resolution.

Section 18. Miscellaneous.

(a) All payments made by the City of, or on account of, the principal of or interest on the 2017A Bonds shall be made on the several 2017A Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.

(b) No recourse shall be had for the payment of the principal of or the interest on the 2017A Bonds or for any claim based thereon or on the Master Resolution or this Series Resolution against any member of the Council or officer of the City or any person executing the 2017A Bonds. The 2017A Bonds are not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the City, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the City.

Section 19. Severability. If any one or more of the provisions of this Series Resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Series Resolution and shall in no way affect the validity of the other provisions of this Series Resolution or of the 2017A Bonds.

Section 20. Effective Date. This Series Resolution shall become effective upon passage and approval.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council
on this 20th day of December 2016.

ATTEST:


Jennifer Rogers
City Clerk


Daniel Blair
Mayor

Ayes: 6
Nays: 0
Absent: 1
Abstain: 0



Bellingham
Marine
Industries, Inc.

5500 Nordic Way
Ferndale, WA 98248

(360) 380-2142
FAX (360) 384-8134
www.bellingham-marine.com

June 22, 2018

Mr. Kyle Sinclair
Harbormaster
City of Whittier Alaska
P.O. Box 639
Whittier, AK 99693

Reference: Whittier SBH Phase 3

Dear Mr. Sinclair,

Thank you for the opportunity to present our revised proposal for the design and construction of the Whittier SBH replacement Phase 3.

We have developed an individualized proposal for the Whittier SBH that reflects the remaining dock replacement and pile driving that makes up this third phase. Our team's experience and expertise in floating dock design is unmatched, we can offer the most control over quality and construction, and have the company structure needed to provide the best value with the least amount of risk. We are the safe choice. When cost and schedule are on the line, Bellingham Marine knows what it takes to deliver a project on time and on budget.

We are very excited about the third phase of the Whittier SBH replacement project. The Bellingham Marine team remains thrilled to have the opportunity to work with you and your staff once again. After you have the chance to review the enclosed information, please let us know if you have questions or comments. We welcome the chance to discuss this information with you and remain hopeful that we may once again join your construction team in building this all important third phase.

Sincerely,
Jim Engen

Manager of Project Development

Bellingham Marine Industries
P: 360-392-1439 / C: 360-815-2129
5500 Nordic Place, Ferndale, WA 98248



5500 Nordic Way
Ferndale, WA 98248

(360) 380-2142
FAX (360) 384-8134
www.bellingham-marine.com

Unifloat® Supply and Installation Proposal

June 22, 2018

Mr. Kyle Sinclair
Harbormaster
City of Whittier Alaska
P.O. Box 639
Whittier, AK 99693

Re: Whittier SBH Phase 3

Dear Mr. Sinclair,

Thank you for the opportunity to present our quotation for Dock Replacement and Pile Driving for Whittier SBH Phase 3. The purpose of this written proposal is to present our offer to perform the work identified in this proposal.

Our quoted price is Five Million Three Hundred Fifteen Thousand Dollars (\$5,315,000.00).

Prices quoted herein are contingent upon BMI's receipt and review of all published plans, specifications, addenda, and/or other reports issued in reference to the project. Prices quoted herein are based on the attached drawings. D dock, E dock, and F dock will be reconfigured per the drawings attached. No fingers on any docks will be moved, lengthened or shortened unless specifically noted herein.

F.O.B.: Fully Installed Whittier Alaska

OPTION 1: C/D Crossover Dock and New Whisky Dock Finger: Accepted ☐ Declined ☐

Option 1 includes the optional price to move the C/D crossover dock back down and attach it to the mainwalk. Included in this will be placing the 2 EA piling internal to the C/D marginal, removing the wire feeds and re installing the wire feeds. Also included in this option is the addition of one 8' x 20' finger on Whisky Dock. We offer this option for an additional cost of: **Sixty-Eight Thousand Two Hundred Dollars (\$68,200.00).**

1. The following items are included in our proposal:

- 1.1 SHOP DRAWINGS - stamped by a registered professional engineer licensed in the State of Alaska.
- 1.2 CONCRETE UNIFLOATS® - which, when assembled in the water will make up the following and per the attached drawings:
 - A DOCK – 10' x 228' Concrete Unifloat Dock
 - F DOCK – Removal of 12 EA 2'7" x 24' finger floats and replace with 10 EA 2'7" x 28' finger floats
 - G DOCK - 6' x 272' Concrete Unifloat Dock
 - 9 EA 2'7" x 28' finger floats
 - 11 EA 2'7" x 24' finger floats
 - H Dock – 6' x 258' Concrete Unifloat Dock
 - 15 EA 2'7" x 24' finger floats

Initials _____
Buyer BMI

- 1.3 SLIP-RESISTANT POLYMER FILLER SLABS - including triangle and other members necessary to provide a continuous deck surface.
- 1.4 FABRICATED, TREATED (ACZA) WOOD WALER SYSTEM - all walers to be West Coast Regional Douglas Fir, No. 1. Including double __ x __ walers on all walkways with a __ x __ cover board. The finger walers will be a __ x __ and a __ x __ counter bored.
- 1.5 GALVANIZED STEEL WELDMENTS - including 43 each triangles, and 79 each pile retainers.
- 1.6 GALVANIZED STEEL HARDWARE - includes thru-rods with 3/4" diameter rolled threads, nuts, washers, bolts and nails.
- 1.7 GALVANIZED IRON CLEATS -- 250 each standard/heavy duty with attachment bolts and 1-1/4" square cleat washers.
- 1.8 FABRICATED, TREATED BULLRAIL - including attachment hardware on A dock only.
- 1.9 VINYL FENDERING -- Premier Materials Model 5005A or equal, dark gray in color. Continuous/patterned at all berthing areas.
- 1.10 CORNER BUMPERS
- 1.11 LOADING AND SECURING ON OUR TRUCKS WITH FREIGHT PREPAID TO Whittier Alaska.
- 1.12 SUBASSEMBLED LENGTHS CONVENIENT FOR SHIPPING.
- 1.13 Cleats will be installed only on fingers. Connection rods, triangle frame covers and triangle frame facias will be shipped separately in bundles. Any accessory such as side pile guides may be shipped loose for loading convenience.
- 1.14 PILING - 79 each 16" x 0.5" ASTM A252, Grade 3 w/A36 chemistry suitable for welding installed per drawing attached
 - 1.14.1 Barge size will be 50' x 100' with a 100-ton crawler crane for pile removal and installation
 - 1.14.2 Removal and disposal of 156 ea. 12" timber creosote pile
 - 1.12.3 Removal and disposal of timber bents on A dock
 - 1.12.4 Removal and disposal of 2 ea. 12" steel piling
 - 1.12.5 Rock Socketing should it be necessary will require and additional \$9,000.00 per pile
- 1.15 PILE ROLLERS/UHMW RUB PADS - 4 each per pile.
- 1.16 PILE CAPS - White FRP, 79each.
- 1.17 Electrical
 - 1.17.1 Includes a tri-frame mounted pedestal that would service 2 boats per pedestal. Our pricing includes all on dock equipment required to provide single 30-amp service to G Dock (20ea), and 30-50-amp service to A Dock (8ea). All pedestals will have a 20 amp GFI Service Plug, convenience lighting.
 - 1.17.2 Light Poles on the end of A, G, and H docks
 - 1.17.3 Existing electrical to remain on docks B, C, D, E, F Dock and marginal head walkway as previously installed in Phase 1 and 2.
 - 1.17.4 All new pedestals for this phase shall be stainless steel and will have GFI protection at the pedestal.
 - 1.17.5 All new electrical components and installation shall meet local code
- 1.18 FIRE HOSE CABINETS -- 6 each, FRP yellow/red.
- 1.19 FIRE EXTINGUISHER - 6 each ABC.
- 1.20 FIRE EXTINGUISHER CABINETS -- 22 each.
- 1.21 FIRE SUPPRESSION SYSTEM -- Dry fire system for A dock, G, dock, and H dock to match fire system previously installed in phases 1 and 2. Risers will be placed a maximum of 150' apart.
- 1.22 POTABLE WATER SYSTEM -- Potable water spigots will be placed on A and G dock into tri-frame mounted power pedestals (see 1.17) to match potable water system from phases 1 and 2.
- 1.23 ASSEMBLY AND INSTALLATION OF CONCRETE UNIFLOATS* INCLUDING:
 1. Piling
 9. Electrical system A and H docks only

- 2. Pile driving
 - 3. Pile Caps
 - 4. Walers
 - 5. Weldments
 - 6. Cleats
 - 7. Polymer filler slabs
 - 8. Coverboards
 - 10. Freshwater system A and H docks only mounted in pedestals
 - 11. Fire suppression system A, G, and H docks only
- 1.24 BUILDERS RISK – Deductibles shall be for the Buyer's account.
2. All items and quantities not specifically included in Section 1 above are *specifically excluded from this proposal*. Excluded items include, but are not limited to, the following:
- 2.1 SHORESIDE WORK – (our work commences at bottom of gangway).
 - 2.2 Supply, installation and demolition of Docks B, C, D, E, F and marginal head walkway as previously performed in Phases 1 and 2.
 - 2.3 The mechanical systems of Docks B, C, D, E, F and marginal head walkway as performed previously in Phases 1 and 2.
 - 2.4 The electrical systems of Docks B, C, D, E, F and marginal head walkway as performed previously in Phases 1 and 2.
 - 2.5 Demolition of the existing east trestle and any gangway related work.
 - 2.6 PEDESTRIAN GANGWAY RAMPS.
 - 2.7 LOCKER BOXES.
 - 2.8 SALES OF USE TAX.
 - 2.9 PERMITS AND LICENSES.
 - 2.10 Any cost for using the city owned travel lift for splashing of all float components. City to splash floats from laydown yard. City of Whittier to perform float section launching.
 - 2.11 Disposal of any demolished dock section and associated parts.
 - 2.12 UPLANDS ELECTRICAL– Our pricing assumes that all primary electrical service will be adequate and provided to us at the top of the existing gangway. We specifically exclude any work required beyond this line of demarcation or any work required to upsize the service.
 - 2.13 UPLANDS MECHANICAL – Our pricing assumes that all services will be adequate and provided to us at the top of the existing gangway. We specifically exclude any work required beyond this line of demarcation or any work required to upsize the service.
 - 2.14 LAYDOWN YARD - The cost of supplying a secure laydown/ assembly yard adjacent to the travel lift location. City of Whittier to provide. The size and location of the yard will be mutually agreeable.
 - 2.15 BONDING – optional at addition cost of 1% contract value.
3. Other provisions:
- 3.1 FREEBOARD: The concrete Unifloats® included in this proposal are calculated to maintain a freeboard of 18", plus or minus 1".
 - 3.2 DESIGN CRITERIA: Bellingham Marine (BMI) has based its proposal upon information and design criteria furnished by Buyer, which includes site conditions relative to wind and wave exposure. Based upon this information, BMI is proposing a system warranted for a one foot wave environment as described in the enclosed Warranty paragraph.
 - 3.3 INFORMATION FURNISHED BY BUYER: BMI has based this proposal upon information furnished by Buyer (if provided) and BMI has the right to rely upon the accuracy of that information. If information furnished by Buyer is incorrect and impacts the project schedule or cost to complete the work, BMI will be entitled to an adjustment in the contract amount, time for completion, or both.

- 3.4 **CONCEALED OR UNKNOWN CONDITIONS:** In preparing this proposal, BMI has assumed there are no concealed conditions (subsurface or otherwise) or unknown physical conditions which will adversely impact BMI's performance of the work. If such conditions are encountered, BMI will be entitled to an adjustment in the contract amount, time for completion, or both.
- 3.5 **SITE ACCESS:** All loading and offloading is to be accomplished at the site in a mutually agreed upon location adjacent to the harbor and furnished at no cost by Buyer. An additional onsite area will be furnished under the same conditions for a storage container, parking and a small office trailer.
- 3.6 **UTILITIES:** Provisions will be made for utilities to be run internally through the float system using 3 each, 4" diameter PVC raceways and 1 each, 17" x 30" junction box approximately every 40'. Additional boxes and tubes, if required, can be supplied at an additional cost.
- 3.7 **SCHEDULE:** Project completion will occur as mutually agreed. Manufacturing cannot commence until after receipt of approved shop drawings, and will be based on our then current production schedule and subject to the general conditions of BMI's standard agreement for construction. Production of concrete Unifloats® cannot commence prior to receipt of approved shop drawings.
- 3.8 **PRICE VALIDITY:** Prices are valid for firm orders placed within a period of thirty (30) days after quotation and are subject to reconfirmation thereafter.
- 3.9 **PAYMENT TERMS:** 25 percent deposit, balance due in accordance with BMI's standard agreement. Deposit shall not be subject to retention. Deposit amount shall be applied against the final invoice(s) on the project. Method of payment to be approved by BMI's credit department prior to start of production. Interest will be charged on past due accounts at 18% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If BMI is required to employ an attorney to collect any amount due as a result of the default of Buyer, the Buyer shall pay all costs of collection, including reasonable attorney's fees and court costs.
- Payment is not subject to retention.
- Payment of retainage is not contingent upon Buyer's completion of project or receipt of retainage from owner.
- Prior to commencement of project, Buyer shall provide evidence of financing satisfactory to BMI.
- It is BMI's standard credit policy to send our customers notices compliant with state or federal laws about rights to lien property or bonds in the event of non-payment. This is a routine notice and is not a reflection on your credit worthiness.
- 3.10 **ENGINEERING/CODES/RESPONSIBILITY:** BMI does not warrant any components to meet specific local building ordinances or codes. It is the responsibility of the Buyer to secure necessary governmental approvals. Buyer hereby indemnifies BMI against any and all loss, damage, liability, claims, demands or causes of action arising out of or connected in any way with any act or omission on the part of the Buyer, or with inadequate, improper or erroneous design, plans, specifications, engineering, or information furnished BMI by Buyer including, without limitation, liability for patent or trade secret infringement claims.
- 3.11 **BACKCHARGES:** Backcharges for corrective work performed by Buyer or its representative will not be honored without BMI's prior written acceptance. BMI at all times retains the right to perform corrective work on its own behalf.
- 3.12 **WARRANTY:** BMI warrants that the individual concrete Unifloat® modules will be free of defects in materials and workmanship for a period of five (5) years from date of shipment, and that all other dock components (including, but not limited to, walers, weldments, filler slabs, hardware, and fiberglass components) will be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. If within the warranty period the materials are found to be defective, the Buyer must provide written notice of such defects within ten (10) days from the date the defects are discovered. Buyer's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by BMI. BMI is not liable for consequential or incidental damages resulting from such defects. BMI HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Unifloat® system is intended for protected installations such as exist behind a permanent, fixed breakwater or floating concrete wave attenuator furnished by BMI. Damage resulting from exposure of the Unifloat® system to conditions exceeding the Design Criteria is specifically excluded from this warranty. Damage to the Unifloat® system resulting from the Buyer's failure to provide and maintain anchoring for the system which meets or exceeds the design pile working load capacity requirements identified in BMI's shop drawings is specifically excluded from this warranty. BMI's warranty also excludes coverage for any loss, liability, damage or defect caused by abuse, misuse, accident, neglect, improper or insufficient maintenance, or to any equipment or products which have been repaired or altered by any person not authorized by BMI.

In the event any bonds are provided for this project, the bonded duration of this warranty shall be one (1) year.

- 3.13 **INDEMNIFICATION:** The Buyer shall assume all liability, including but not limited to liability for injury to person or property, economic loss, and business interruption, for claims arising from the actual use of any equipment, products, or materials furnished by BMI, and agrees to indemnify and hold harmless BMI from any and all claims, demands, actions, or suits arising from the use of such products, materials, or equipment, including reasonable attorney's fees and costs.

Notwithstanding anything herein to the contrary, BMI's cumulative liability to Buyer will under no circumstances exceed the total amount paid to BMI. In any case BMI WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST RENTS, AND RENTAL OF REPLACEMENT OR TEMPORARY FACILITIES, OR FOR LOSS, DAMAGES, OR EXPENSE DIRECTLY, OR INDIRECTLY, ARISING FROM THE USE OF ANY PRODUCTS OR ANY INABILITY TO USE THEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL OR FROM ANY OTHER CAUSE.

- 3.14 **NON-UNION CONTRACTOR:** BMI is a non-union contractor and its quotation is expressly conditioned on Buyer's agreement that BMI will not be required to become signatory to any union agreement in connection with the project. Language to the contrary in any purchase order or subcontract will not be accepted by BMI.

- 3.15 **CAUTION:** Float systems are unstable when placed in water prior to assembly in their final intended configuration. Modules or subassemblies should be handled with care during installation and should never be stood or walked upon prior to finished assembly.

- 3.16 **POWER CENTERS:** Power centers and pedestals included in this proposal contain twist lock and/or pin and sleeve outlets designed for **shore power only** and are only to be used in conjunction with a "UL-Marine" listed shore power cord.

- 3.17 **WARNING:** BMI has been notified by its wood preservers that the chemicals used in the wood treatment process are known to cause cancer.

- 3.18 **CLAIMS Definition:** A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment or money, extension of time or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between the Buyer and BMI arising out of or relating to the contract including, but not limited to, Claims against officers, directors, employees or consultants of a party for matters arising out of or relating to the Work under the contract. Claims must be made by written notice. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Time Limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been resolved by Change Order will not be considered unless submitted in a timely manner.

- 3.19 **DISPUTES**

Arbitration. Controversies, disputes or claims in an amount up to and including \$250,000 arising out of, in connection with, or in relation to the interpretation, performance or breach of this Proposal, including any claim based on contract, tort, or statute shall be referred to final and binding arbitration administered by and in accordance with the then existing Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon any arbitration award may be entered by

any state or federal court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs. Arbitration shall be heard and determined by a single arbitrator, the location of the arbitration hearings shall be San Francisco, California, USA.

In the event a dispute between the parties is referred to arbitration, as soon as practical after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and costs of the arbitrator and render a statement to each party setting forth that party's pro rata share of said fees and costs. Thereafter, each shall, within ten (10) days of receipt of said statement, deposit said sum with the arbitrator. Failure of any party to make such a deposit shall result in the forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, which shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

Unless otherwise agreed in writing or otherwise provided herein, the BMI shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Buyer shall continue to make payments to the BMI in accordance with the contract documents.

Litigation. Controversies, disputes, or claims in excess of \$250,000 arising out of, in connection with, or in relation to the interpretation, performance or breach of this Proposal, including any claim based on contract, tort, or statute shall be resolved in a court of competent jurisdiction in the venue agreed to herein. The presiding judge shall determine which is the prevailing party and shall include in the award that party's reasonable attorneys' fees and costs. The laws and venue of proceedings shall be the place of the Project.

Mediation. In the case of either arbitration or litigation, the parties agree that mediation shall be a condition precedent to any arbitration hearings or trial. The parties hereby stipulate that the arbitrator or judge shall include in any scheduling order deadlines for: (a) the appointment of a mediator; and (b) the mediation. In the event the parties are unable to agree on a mediator by the required deadline, the arbitrator or judge shall appoint a mediator. The arbitrator or judge may, at their discretion, ask for input from the parties with respect to the appointment of a mediator. The location of the mediation shall be established by the mediator.

The laws of the place of the Project, including that state's choice of law rules, shall apply to all proceedings.

3.20 Notwithstanding any other provision of this Proposal, BMI and the Buyer waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Proposal. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Proposal and/or to any claims or disputes arising out of or related to this Proposal.

3.21 **CONTRACT DOCUMENTS:** The Contract Documents, in addition to this proposal, will include BMI's standard agreement for construction.

In the event Buyer's acceptance of this proposal includes terms additional to or different from this proposal, Buyer's acceptance is nevertheless effective, and the terms of this proposal control. Notification of objection to all such additional or different terms is hereby given.

We hope this proposal contains sufficient detail to permit your fullest evaluation. Please feel free to contact us at any time for further information.

Sincerely,

Bellingham Marine Industries



Jim Engen
Manager of Project Development
360-392-1439 Direct
360-815-2129 Cell
jengen@bellingham-marine.com

Approved: _____

Project Address:

Address

Address

City, State, Zip

Project Owner Information:

Legal Name of Owner

Address

City, State, Zip

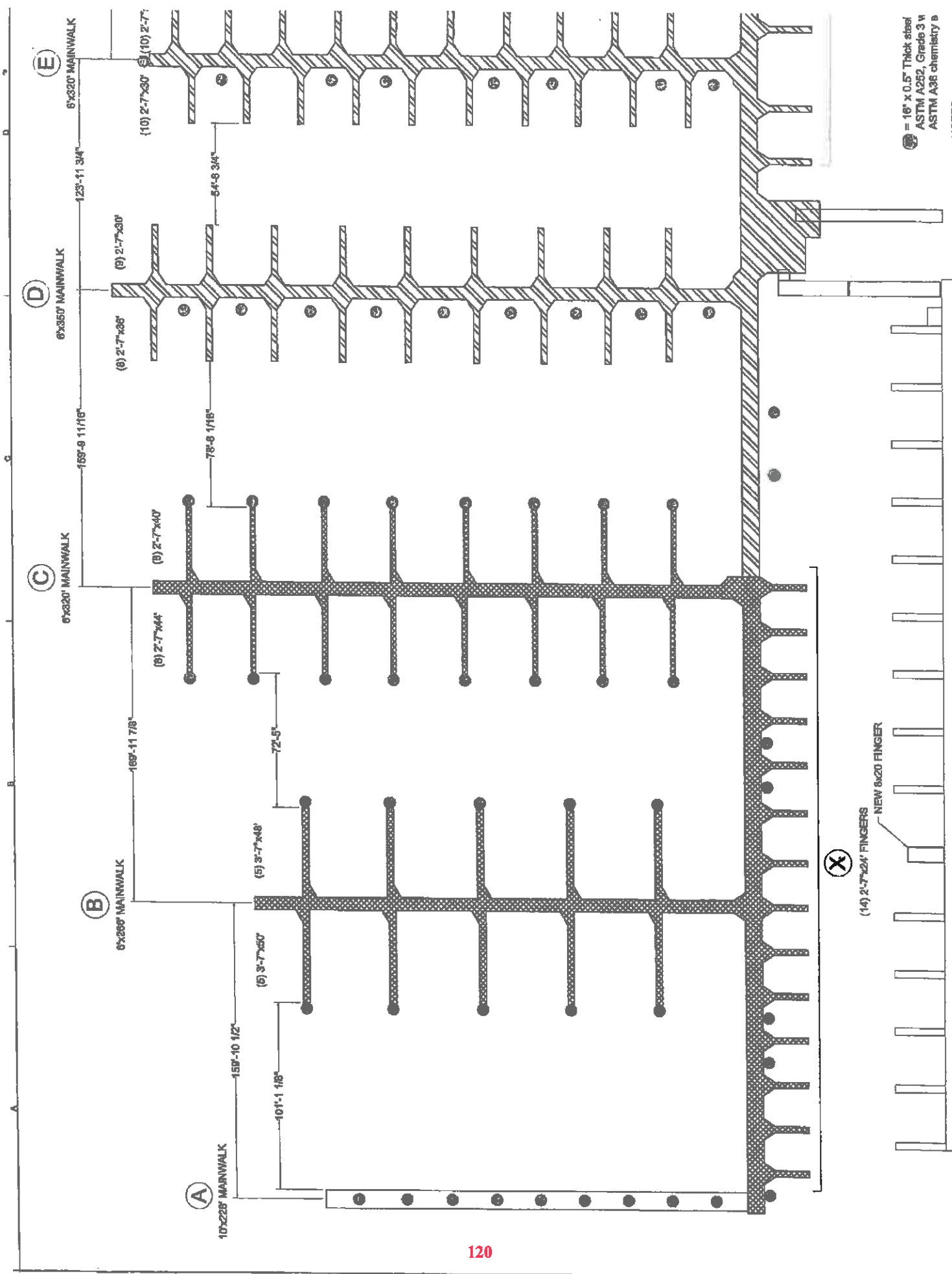
Delay in BMI's receipt of the above information, may delay the product delivery schedule.

A signed copy of this quotation will serve as acceptance and agreement by the Buyer to purchase the materials and/or services described herein.

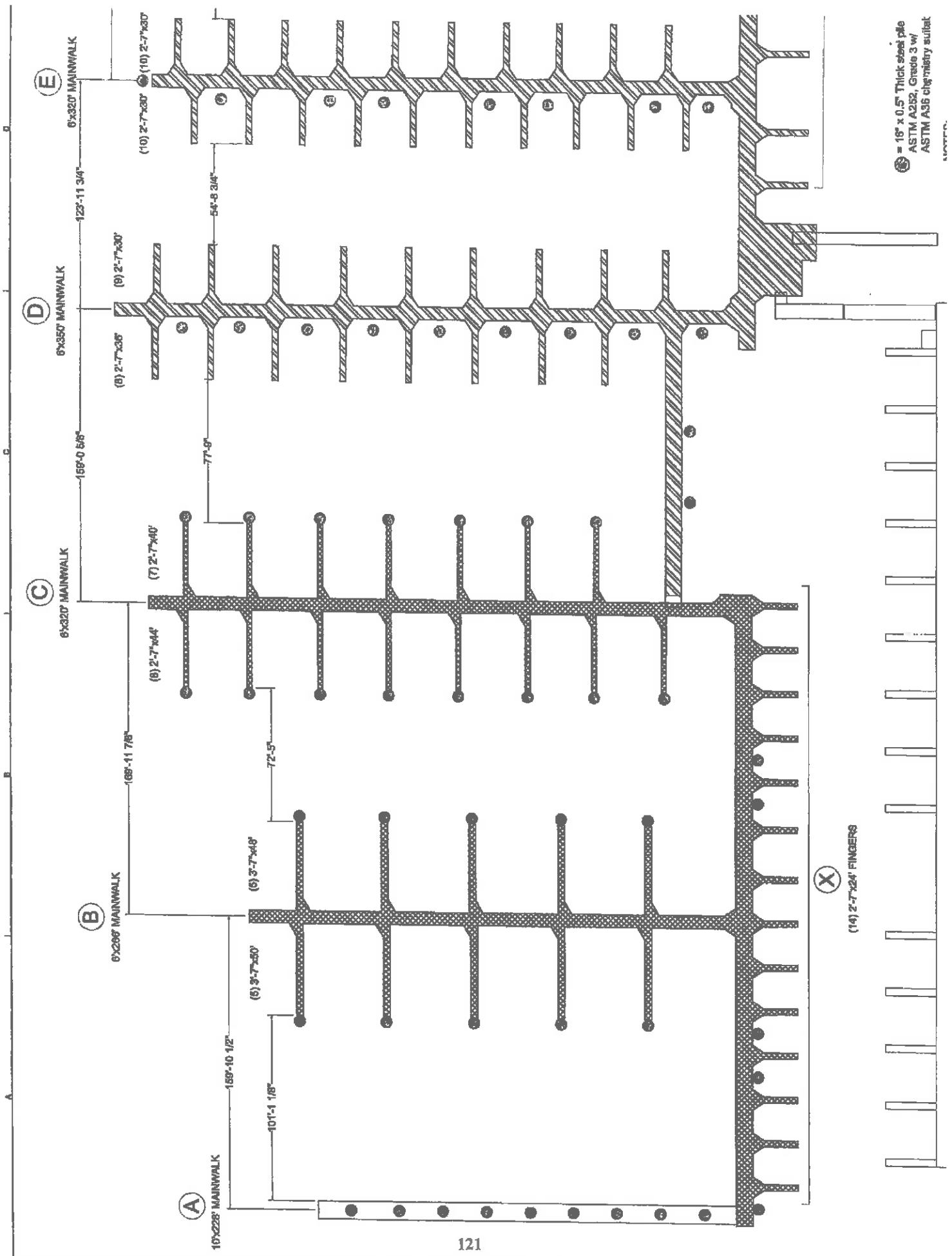
Dated: _____ By: _____

(printed name and title)

Initials _____ / _____
Buyer BMI



(14) 2'-7"x24" FINGERS
 NEW 8x20 FINGER



AGREEMENT BETWEEN OWNER AND DESIGN-BUILD CONTRACTOR

THIS AGREEMENT BETWEEN OWNER AND DESIGN-BUILD CONTRACTOR (the "Agreement")
IS

made as of the 22th day of June in the year 2018,

BETWEEN the Owner:

The City of Whittier
P.O. Box 608
Whittier, AK 99693

AND the Design-Build Contractor ("Contractor"):

Bellingham Marine
Industries 5500 Nordic Way
Ferndale, WA 98248

WITH RESPECT TO THE Project:

Whittier Small Boat Harbor Phase 3 Replacement

The Owner and the Contractor agree as follows:

Initials _____ / _____
Owner Contractor

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of:

- This Agreement Between Owner and Design-Build Contractor
- General Conditions of the Contract for Construction, attached to this Agreement, including exhibits hereto and other supplementary documents identified herein.
- Drawings dated 6-22-18 and titled Whittier Phase 3 Layout
- All Change Orders.
- Contractor's Proposal dated 6-22-18 and all written addenda thereto.

All of the Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In resolving conflicts, errors and discrepancies between the various Contract Documents, precedence shall be given in the foregoing order.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work (defined below) required by the Contract Documents, and the Work shall be performed in substantial compliance therewith. The Work is set forth in Bellingham Marine Industries Proposal dated 6-22-18.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced on the date of execution, and, subject to authorized adjustments and delays beyond the control of the Contractor, Substantial Completion (as defined below) of the Work shall be achieved per a mutually agreed upon schedule.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of \$5,383,200.00. The Contract Sum excludes any sales, consumer, use or other similar taxes, and Owner shall pay such taxes in addition to the Contract Sum as required by law.

ARTICLE 5
PROGRESS PAYMENTS

5.1.1 A deposit of 10% shall be paid prior to commencement. Deposit shall not be subject to retention. Deposit amount shall be applied against the final invoice(s) on the project. The balance of the contract sum shall be paid based upon Applications for Payment submitted to the Owner or its representative by the Contractor. The Owner shall make monthly progress payments on account to the Contractor for the period ending the 25th day of the month within thirty (30) days after receipt of Contractors billing. Owner shall pay Contractor the amount billed less disputed amounts, if any.

Page 2 of 25

Initials _____ / _____
Owner Contractor

ARTICLE 6
DESIGNATED REPRESENTATIVE OF OWNER

6.1.1 Owner shall identify any party or individual to act as a designated representative under this Agreement in writing prior to execution of this Agreement. Should Owner desire to identify a representative after execution of this Agreement, such representative shall be subject to Contractor's approval, which approval shall not be unreasonably withheld. The designated representative shall have authority to bind the Owner in all matters relating to the Work, including but not limited to matters requiring the Owner's approval, authorization or written notice under the Contract Documents. Owner agrees that it shall coordinate with its designated representative so as not to impact the progress of the Work or delay any approvals.

Owner's designated third party representative is:

To be determined

ARTICLE 7
NOTICE ADDRESSES

Notices required by the Contract Documents shall be sent to:

Annie Reeves – Acting City
Manager City of Whittier,
Alaska
P.O. Box 608
Whittier, Alaska 99693

Owner (if no third party representative is designated above):

Annie Reeves – Acting City
Manager City of Whittier,
Alaska
P.O. Box 608
Whittier, Alaska 99693

Contractor:

Rob Rasmussen – General Manager
Bellingham Marine Industries
5500 Nordic Way
Ferndale, WA 98248

Initials _____ / _____
Owner Contractor

ARTICLE 8
NOTICE TO CUSTOMER

Contractor's Alaska State Contractor's Registration number is #36083.

Owner

Contractor

By: Annie Reeves – Acting City Manager
City of Whittier

By: Rob Rasmussen, General Manager
Bellingham Marine Industries

To be Completed by Owner

Project Property Owner of Record is (Full name and address):

City of Whittier, Alaska
P.O. Box 608
Whittier, Alaska 99693

The terms used in the Contract Documents shall mean:

Change Order	<i>A written modification to the Contract Documents executed by the Owner and by an authorized representative of Contractor issued after execution of the Contract Documents, authorizing an adjustment in the Contract Sum, Contract Time, change in scope of the Work, and/or interpretation of the Contract Documents.</i>
Claim	<i>A demand or assertion by one of the parties seeking as a matter of right or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term Claim also includes other disputes and matters in question between the Owner and Contractor arising out of the Contract.</i>
Commencement	<i>The date when Contractor is in receipt of fully executed Contract Documents and obligations required by the Owner have been performed as a condition precedent to commencing Work as identified in the Contract Documents.</i>
Contractor	<i>The design-build contractor which is a party to this Agreement. Contractor may be referred to as "BMI" or "Seller" in any proposal letter issued by Contractor which may be incorporated into the Contract Documents.</i>
Contract Documents	<i>Those documents identified in Article 1 of the Agreement</i>
Contract Sum	<i>The total amount payable by Owner to the Contractor as stated in the Contract Documents for performance of the Work.</i>
Contract Time	<i>The period of time allotted in the Contract Documents to achieve Substantial Completion of the Work including authorized adjustments thereto.</i>
Day	<i>A calendar day unless otherwise specifically designated in the Contract Documents.</i>
Owner	<i>The Owner is the person, entity or persons or entities identified as such as the Contract Documents, referred to as if singular in number, even if the Owner is more than one person or entity. The Owner may also be referred to as "Buyer" in any proposal letter issued by Contractor which may be incorporated into the Contract Documents.</i>
Owner's Criteria	<i>Initial written description of the Owner's objectives set forth in Section 2.1.1 below.</i>
The Project	<i>The physical site and total design and construction performed thereon as provided in the Contract Documents, for which the Work may be the whole or a part.</i>
Drawings	<i>Drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate portions of the Work and its characteristics.</i>
Specifications	<i>Written requirements for materials, equipment, construction systems, standards and workmanship, and specifically identified as the specifications for the Project.</i>
Subcontractor	<i>A person or entity who has a direct contract with the Contractor to perform any portion of the work at the site.</i>

<i>Sub-subcontractor</i>	<i>A person or entity who has a direct or indirect contract with a Subcontractor to perform any portion of the work.</i>
<i>Substantial Completion</i>	<i>The date when the Work or designated portion thereof is sufficiently complete for the Owner to occupy or utilize the Work or designated portion for the use for which it is intended.</i>
<i>Work</i>	<i>The design and construction necessary to complete the Project in accordance with the Contract Documents, including but not limited to services and labor necessary to produce such design and construction, and all materials and equipment incorporated or to be incorporated in such construction.</i>
<i>Work Product</i>	<i>Drawings, Specifications, calculations and any other documents supplied by Contractor, as described in Section 3.9.5 below.</i>

GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

TABLE OF ARTICLES

- | | |
|---|---|
| 1. CONTRACT DOCUMENTS | 8. PAYMENTS AND COMPLETION |
| 2. OWNER | 9. INDEMNIFICATION |
| 3. CONTRACTOR | 10. PROTECTION OF PERSONS AND
PROPERTY |
| 4. SUBCONTRACTOR | 11. INSURANCE |
| 5. WORK BY OWNER OR ITS
SEPARATE CONTRACTORS | 12. CHANGES IN THE WORK |
| 6. CLAIMS AND DISPUTES | 13. CORRECTION OF WORK |
| 7. TIME | 14. TERMINATION OF THE CONTRACT |
| | 15. MISCELLANEOUS PROVISIONS |

Initials _____ / _____
Owner Contractor

ARTICLE 1
CONTRACT DOCUMENTS

1.1 THE CONTRACT DOCUMENTS

1.1.1 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all other prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended or modified only by a Change Order executed by the parties.

1.1.2 By executing this Agreement, the Contractor represents that it has visited the site and familiarized itself with the local conditions under which the Work is to be performed. Contractor is not required to verify the accuracy of any Owner-provided documents or information, whether or not incorporated into the Contract Documents. Contractor shall have the right to rely upon the accuracy of Owner provided documents, which shall be provided free of charge, and changes to the Work required due to errors, inconsistencies or omissions in the Owner-provided documents shall be adjusted in accordance with the Contract Documents.

1.1.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless reasonably necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings as used in the Contract Documents are to be interpreted in accordance with such recognized meanings, unless a more specific definition is included in the Contract Documents, in which case, the more specific definition shall prevail.

1.1.4 The organization of the Work described in the Contract Documents into divisions, sections, and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 2
OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 Owner has described the criteria for the Project ("Owner's Criteria") which includes the Owner's use, space, price, time, site, performance and expandability requirements which is identified in Article 1 of the Agreement and is consistent with the Contractor's Proposal. Owner's Criteria may include conceptual documents, design criteria, performance requirements and other technical materials and requirements proposed by Owner. The complete Owner's Criteria is identified in Article 1 of the Agreement and Contractor's Proposal and shall not include any other item not identified unless approved by the Contractor in writing.

2.1.2 The Owner shall, at the request of the Contractor, at the time of execution of the Contract Documents and any time thereafter at Contractor's request, furnish to the Contractor reasonable evidence that it has made financial arrangements to fulfill its obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Contract Documents, commence the Work, or continue the Work.

2.1.3 Unless specifically included in Contractor's proposal, the Owner shall furnish surveys and reports describing the physical characteristics, including soil conditions, underwater objects, and buried obstructions that could interfere with the Work, legal limitations, and utility locations for the site of the Project, and a legal description of the site. Property boundaries identified by the Owner shall be used in lieu of a formal survey unless survey services are specifically included in Contractor's proposal. Providing such information is a condition precedent to commencement of Work.

2.1.4 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit and for all other permits and governmental fees, licenses, inspections, sales tax and value added taxes necessary for the proper execution and completion of the Work.

2.1.5 Contractor shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

2.1.6 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

2.1.7 The Owner shall forward all instructions regarding the Work directly to the Contractor, including instructions regarding work of any Subcontractors.

2.1.8 The Owner and Contractor shall agree upon a staging area at the Project location which allows for efficient construction of the Work. The staging area shall be sufficient for the storage of materials, tools, temporary office and equipment. Adjustments to the staging area location shall be subject to adjustments in the Contract Time and/or Contract Sum.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If, within seven (7) days after receipt of written notice by Owner, the Contractor fails to correct a material defect in the Work or perform material aspect of the Work in substantial accordance with the Contract Documents, the Owner, in an additional written notice given after said seven (7) days, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. In no event shall Contractor be entitled to an increase in the Contract Sum by reason of a stop-work order issued by the Owner pursuant to this Section.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor repeatedly fails to correct material defects in the Work or to perform material aspects of the Work in substantial accordance with the Contract Documents, and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy it may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3
CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS

3.1.1 The Owner and Contractor shall each study and compare the Contract Documents and shall at once report to the other party any error, inconsistency, or omission which either party may actually discover. Notwithstanding the foregoing, the Contractor shall not be liable to the Owner for any damage resulting from any errors, inconsistencies, or omissions in any Contract Documents not prepared by Contractor or any Owner-provided documents. The Contractor is not required to perform any portion of the Work at any time without executed Contract Documents or, where required, properly approved shop drawings, product data, or samples for such portion of the Work.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 The Contractor shall at all times enforce discipline and order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

3.4 WARRANTY

3.4.1 Contractor warranty provisions are identified in Exhibit B.

3.5 BUILDING CODES AND REGULATIONS

3.5.1 Contractor shall construct the project in accordance with applicable laws, statutes, city or county building codes, and regulations, subject to Section 3.5.2 below. Compliance with association or privatized development regulations or building codes shall not be required of Contractor unless provided by Owner in their entirety and incorporated into the Contract Documents.

3.5.2 Contractor has formulated the Contract Sum based upon the interpretation of building codes and regulations typical in the marina industry. If any of the Contract Documents are at variance with applicable building codes or regulations, any necessary changes shall be accomplished by appropriate Change Order in accordance with the Contract Documents. Should the scope of work be increased or decreased as a result of such Change Order, an appropriate adjustment shall be made to the Contract Sum and Contract Time.

3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent who shall be in attendance at the Project site at appropriate times during the performance of the Work. The superintendent shall have no authority to bind the Contractor as to any matters relating to the Contract Documents, whether orally or in writing, unless Contractor has so indicated in writing to Owner.

3.7 PROGRESS SCHEDULE

3.7.1 The Contractor shall, immediately after receipt of a written notice to proceed from Owner, prepare and submit for the Owner's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for Substantial Completion of the Work within the Contract Time.

3.8 DOCUMENTS AND SAMPLES AT THE SITE

3.8.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings and Specifications in good order and marked currently to record all changes made during construction, and any approved shop drawings, product data, and samples.

3.9 SHOP DRAWINGS AND OWNERSHIP OF DOCUMENTS

3.9.1 The Contractor shall review, approve, and submit all shop drawings required by the Contract Documents.

3.9.2 Contractor shall not be required to perform any portion of the Work requiring submission of a shop drawing until the submittal has been reviewed by the Owner.

3.9.3 The Drawings, Specifications, shop drawings, submittals, calculations and any other documents created by Contractor, Subcontractors or Sub-subcontractors (collectively, "Work Product") are instruments of service through which the Work is to be executed, and Contractor shall retain exclusive ownership and property interests therein, including copyright interests thereto. Owner may retain one record set of the Work Product (including "as-built" drawings) following completion of the Work. Neither Owner nor its separate contractors shall own or claim a copyright in the Work Product. Contractor and/or its Subcontractors shall retain all rights of ownership relating to the documents. Owner shall indemnify and hold harmless Contractor, Subcontractors and Sub-subcontractors from any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, whether in contract or tort, arising from the unauthorized use of the Work Product or Contract Documents.

3.10 CLEANING UP

3.10.1 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all its waste materials and rubbish from and about the Project, as well as all its tools, construction equipment, machinery, and surplus material. If the Contractor fails to clean up at the completion of the Work, the Owner may do so upon ten (10) days advance written notice to Contractor and the cost thereof shall be charged to the Contractor. The cost of cleanup shall be reasonably allocated among Contractor and any of Owner's separate contractors responsible for waste or other required cleanup.

3.11 ROYALTIES AND PATENTS

3.11.1 Unless otherwise identified in the Contract Documents, the Contractor shall pay all royalties and license fees for the components purchased and described herein.

3.11.2 In the event of a claim against Owner for infringement of a U.S. foreign patent or trade secret arising from components purchased or described herein, the Contractor may in its sole discretion: (a) procure for Owner the right to continue using such item; (b) replace said item with a non-infringing item; or (c) modify the item so that it becomes non-infringing. Contractor shall defend and indemnify Owner from claims or demands of any actual or alleged infringement of any U.S. or foreign patent or trade secret and Contractor may, at its sole discretion, take over, settle or defend any such claim, action or suit through counsel of Contractor's own choice. Owner shall have no claim for any damages of any kind against Contractor if Contractor complies with the obligations required herein.

ARTICLE 4 SUBCONTRACTORS

4.1 SUBCONTRACTS

4.1.1 The Owner has the option to review and approve the persons or entities to whom the Contractor intends to award subcontracts, provided, however, that Owner shall have first notified Contractor in writing within ten (10) days after execution of the Contract Documents of its desire to exercise such option. Should the Owner exercise this option, the Contractor shall furnish to the Owner in writing the names of the persons or entities and the Owner will promptly reply to the Contractor in writing within five (5) days thereafter stating whether or not the Owner has reasonable objection to any person or entity.

4.1.2 Failure of the Owner to exercise this option shall constitute notice of no reasonable objection, and failure of Owner to reject or object to any list of names of persons or entities within five (5) days of receipt of the same shall be deemed an acceptance by Owner.

4.1.3 The Contractor shall not be required to contract with anyone to whom it has a reasonable objection. Without limitation, objection to any proposed entity who shares common ownership or affiliation with the Owner or is otherwise employed as a separate contractor to Owner on the Project shall be presumptively reasonable.

4.1.4 If the Owner has reasonable objection to any such proposed Subcontractor, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum and Contract Time shall be increased or decreased by the difference in cost and time occasioned by such substitution and an appropriate Change Order shall be issued.

4.2 SUBCONTRACTUAL RELATIONS

4.2.1 The Contractor under written agreement shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Sub-subcontractors. The Contractor shall make available to each Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents. Each Subcontractor shall similarly make copies of the Contract Documents available to its Sub-subcontractors.

ARTICLE 5
WORK BY OWNER OR BY SEPARATE CONTRACTORS

5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

5.1.1 The Owner may perform work with its own forces or may award separate contracts in connection with the Project or other work on the site under these or similar Conditions of the Contract as identified in Exhibit "C".

5.1.2 The Owner will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith so long as the other work does not unreasonably interfere with Contractor's Work.

5.2 MUTUAL RESPONSIBILITY

5.2.1 Any costs caused by defective or ill-timed work by the separate contractors shall be borne by the Owner.

5.2.2 Should any separate contractor cause damage to the Work or property of Contractor, the Owner shall promptly cause such separate contractor to remedy such damage. Owner shall indemnify and hold harmless Contractor for any claims against Contractor, whether in tort or contract, solely arising from the actions of Owner's separate contractor.

5.2.3 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise, to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused entirely by the Contractor and through no fault of the Owner or Owner's separate contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all reasonable attorneys' fees and court or arbitration costs which the Owner has incurred.

ARTICLE 6
CLAIMS AND DISPUTES

6.1 CLAIMS

6.1.1 Definition. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment or money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract including, but not limited to, Claims against officers, directors, employees or consultants of a party for matters arising out of or relating to the Work under the Contract. Claims must be made by written notice. The responsibility to substantiate a Claim shall rest with the party making the Claim.

6.1.2 Time Limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first

recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice.

6.2 DISPUTES

6.2.1 Dispute Resolution. Controversies, disputes or claims arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute shall be subject to resolution in the Superior Court for the State of Alaska, Third Judicial District at Anchorage.

6.2.2 Unless otherwise agreed in writing or otherwise provided herein, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

6.2.3 Mediation. The parties agree that mediation shall be a condition precedent to any litigation. The parties hereby stipulate that the mediator and place of mediation shall be selected by agreement of the parties.

ARTICLE 7 TIME

7.1 PROGRESS AND COMPLETION

7.1.1 Time is of the essence as to the Contract Documents. The Contractor shall begin the Work on Commencement, and shall perform with adequate forces to achieve Substantial Completion within the Contract Time.

7.1.2 The date of commencement of the Work shall be any time after the signing of this contract. Work may continue until Friday, May 24, 2019, at which time all harbor slips must be in a usable state. If work is not complete by May 24, 2019, work may resume on Tuesday, September 5, 2019, or on another date to be determined following Owner approval of a revised progress schedule. In any event, final completion shall be no later than October 30, 2019, unless extended by change order.

7.2 DELAYS AND EXTENSIONS OF TIME

7.2.1 If the Contractor is delayed or impacted at any time in the progress of the Work by any act or neglect, whether of commission or omission, of the Owner, or by any employee, agent or representative of the Owner, or by any separate contractor employed by the Owner, or by changes in the Work, Contractor shall be entitled to reimbursement of any additional costs, and shall be entitled to an extension of time required to perform the Work, and the Contract Sum and Contract Time shall be increased by a Change Order. If Contractor is delayed or impacted at any time in the progress of the Work by labor disputes, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, an Act of God, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, then the Contract Time shall be extended by Change Order for such reasonable time as may be required to complete the Work. In no event shall Contractor be entitled to an adjustment in the Contract Sum on account of a delay not the fault of the Owner.

7.2.2 This paragraph does not exclude the recovery of damages or the right to an extension of time for delay by either party otherwise provided for in other provisions of the Contract Documents. Owner does

not herein waive any right it may have to adjustment of the Contract Sum by reason of delay solely the fault of the Contractor.

ARTICLE 8 PAYMENTS AND COMPLETION

8.1 SCHEDULE OF VALUES

8.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Contractor provides customarily. This schedule of values, unless objected to by the Owner, shall serve only as a basis for payment by Owner to Contractor.

8.2 PAYMENTS

The Owner shall make payments to the Contractor in accordance with the payment provisions identified in Exhibit A attached hereto and incorporated herein.

8.2.2 The Contractor warrants that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that all Work performed for which it has been paid shall to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances.

8.2.3 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled in accordance with the relevant subcontract, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work.

8.2.4 The Owner shall have no obligation to pay, or to require payment, of any moneys to any Subcontractor.

8.3 STOPPING WORK FOR FAILURE OF PAYMENT

8.3.1 If the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents, then the Contractor may, upon seven (7) additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, which shall be effected by appropriate Change Order.

ARTICLE 9 INDEMNIFICATION

9.1 INDEMNITY BY CONTRACTOR

9.1.1 Contractor shall defend, indemnify and hold Owner, its agents and employees ("Indemnified Parties") harmless from any and all claims, demands, losses and liabilities to or by third parties, for bodily injury or property damage (other than the Work itself) resulting from the performance of the Work by Contractor, Subcontractors or its Sub-subcontractors subject to the limitations provided below.

9.1.2 Contractor's duty to defend, indemnify and hold harmless shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of Indemnified Parties.

9.1.3 Contractor's duty to defend, indemnify and hold harmless Indemnified Parties for liability for damages arising out of bodily injury or damages to property caused by or resulting from the concurrent negligence of Indemnified Parties shall apply only to the extent of the concurrent negligence of Contractor or for any party for which it may be liable.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.2 EMERGENCIES

10.2.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in the Contract Documents for changes in the Work.

10.3 HAZARDOUS MATERIAL

10.3.1 In the event that Contractor encounters on the site material or conditions reasonably believed to involve hazardous or other substances, the Contractor shall immediately stop the Work in the area and report the condition to the Owner in writing. The Contractor shall not be required to resume Work until an appropriate agreement concerning testing, design, construction means, methods, sequences, and safety precautions has been reached, and the Contract Time and Contract Sum are adjusted to reflect the additional time, costs and additional work necessary to continue and complete the Project. Contractor shall not be required to perform abatement work relating to hazardous material encountered at the site.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 During the term of this Agreement, Contractor shall maintain the following policies of insurance, with all policies endorsed to name Owner as additional insured to the extent of liabilities assumed by Contractor under the Agreement:

- (a) Workers Compensation Insurance as required by law.
- (b) Commercial General Liability Insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury and property damage liability in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Commercial Automobile Insurance covering all

owned, hired and non-owned vehicles with coverage limits of \$1,000,000 CSL (combined single limit) for bodily injury and/or property damage per accident.

- (c) Professional Liability Insurance ("PLI") covering all negligent errors or omissions which Contractor makes in the performance of this Agreement which result in financial loss to the Owner in the amount of \$2,000,000 combined single limit, per claim and annual aggregate.

The existence of insurance shall not increase Contractor's obligations, including without limitation the standard of care, under this Agreement. Any amendment to or modification of this Agreement which has the effect of voiding, reducing, or otherwise impairing Contractor's PLI shall be deemed null and void as if no such amendment or modification had been agreed to.

ARTICLE 12 CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order may include equitable adjustments in the Contract Sum and/or the Contract Time as allowed under the Contract Documents. Contractor shall not be obligated to perform changes in the Work until a Change Order has been executed by the Owner and Contractor.

12.1.3 Unless as otherwise set forth below, a negotiated Change Order must be made in writing and signed by both Contractor and Owner. A negotiated Change Order will specify the exact amount of any adjustment in the Contract Sum and/or the Contract Time.

12.1.4 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways, as stipulated in the Change Order:

- a. by mutual acceptance of a lump sum properly itemized and supported by reasonably sufficient substantiating data to permit evaluation;
- b. by unit prices stated in the Contract Documents or subsequently agreed upon; or
- c. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
- d. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the water or ground or in an existing structure or concealed otherwise, be at variance with the conditions indicated by the Contract Documents, or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, the Contract Sum and Contract Time shall be equitably adjusted by Change Order within twenty one (21) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST OR TIME

12.3.1 If the Contractor wishes to make a Claim for an increase in the Contract Sum or Contract Time, it shall give the Owner written notice thereof within twenty-one (21) days after Contractor first recognized the event or the occurrence of the event giving rise to such Claim, whichever is later. No such Claim shall be valid unless so made. Any change in the Contract Time and Contract Sum resulting from such Claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any order by the Owner to stop the Work where the Contractor was not at fault, (2) any order for a minor change in the Work, or (3) failure of payment by the Owner, the Contractor shall make such claim as provided in the Contract Documents.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Owner will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor once accepted by the Contractor following execution thereof by the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13 CORRECTION OF WORK

13.1 CORRECTION OF WORK

13.1.1 The Contractor shall correct all Work which is timely and rightfully rejected by the Owner as defective and failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Owner agrees to notify Contractor within twenty-one (21) days after discovery of any such defects in the Work, otherwise Owner's claim for defective or nonconforming work shall be barred. The Contractor shall bear all costs of correcting any such properly-rejected Work.

13.1.2 The Contractor reserves the right to adjust the final finger locations plus or minus six (6) inches from the approved layout. Such deviations may be governed by specific site conditions, installation procedures, special utility applications and similar related situations.

ARTICLE 14
TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency, or because of an act of force majeure, such as an earthquake, floods, war or other act outside the control of Contractor, or in any case through no act or fault of the Contractor or a Subcontractor or their agents or employees or any of the persons performing any of the Work under a contract with the Contractor, or if for a period of thirty (30) days the Owner has not made a payment in accordance with the Contract Documents, or if the Owner is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or if Owner otherwise is in material default of any provision of the Contract Documents and has failed to commence action to cure any such default within seven (7) days after receipt of written notice of default and intention to terminate from the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and costs arising by reason of the termination. In no event shall Contractor be entitled to lost profits on work not performed following termination of this Agreement.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an increase in the Contract Sum or Contract Time is provided, to supply enough skilled workmen or proper materials, or if it fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective subcontracts or purchase orders, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents and has failed to commence action to cure any such default within seven (7) days after receipt of written notice of default and intention to terminate from Owner, then the Owner, may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient. Upon completion, if the unpaid balance of the Contract Sum exceeds costs and other damages incurred by Owner, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.2.2 Owner may, at any time, terminate this contract for convenience. If Owner so elects, Owner shall be liable to Client solely for the portion of the Contract Sum that Contractor is entitled to receive for Work performed as of the date of termination, along with reasonable demobilization costs that have not already been paid, less prior payments already made by Owner. Contractor shall not be entitled to prospective profits on unperformed work or consequential or incidental damages.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 The Contract shall be governed by the laws of the State of Alaska.

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Initials _____ / _____
Owner Contractor

15.2 SUCCESSORS AND ASSIGNS

15.2.1 The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of the Owner.

15.3 WRITTEN NOTICE

15.3.1 All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be given by: (a) hand-delivery, (b) first-class registered or certified mail with postage prepaid, (c) overnight receipted courier service, or (d) telephonically confirmed facsimile transmission, which notice is addressed to the party at such a party's last indicated address. Notices given in accordance with this section shall be effective upon receipt.

15.4 CLAIMS FOR DAMAGES

15.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

15.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

15.5.1 Notwithstanding any other provision of this Agreement, the Contractor and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement and/or to any claims or disputes arising out of or related to this Agreement.

15.6 PERFORMANCE BOND AND LABOR MATERIAL PAYMENT BOND

15.6.1 Prior to Commencement, the Owner shall have the right to require the Contractor to furnish payment and performance bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The cost of such bonds shall be paid by the Owner in addition to the Contract Sum, and shall be added to the first payment due Contractor under the schedule of values.

15.7 RIGHTS AND REMEDIES

15.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

15.7.2 No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15.8 TESTS

15.8.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner timely notice of its readiness so the Owner may observe such inspection, testing, or approval. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests, or approvals.

15.8.2 If the Owner is to observe the inspections, tests, or approvals required by the Contract Documents, it will do so promptly and, where practicable, at the source of supply.

15.9 SUSPENSION OF WORK

If the Work is suspended or delayed for more than thirty (30) days through no fault of the Contractor, the Contractor may, without prejudice to all other remedies afforded it under the Contract Documents, take any reasonable measures to (1) secure and protect the Work, (2) place workmen, subcontractors and equipment on "standby" status, (3) demobilize all or a portion of its work force, subcontractors and equipment, (4) return materials or cancel orders, or (5) otherwise protect itself against exposure to loss or damage arising from the suspension or delay. The Contractor shall be entitled to recover, as part of its next application for payment, all reasonable costs incurred in taking such measures.

Exhibit A
Payment Terms and Procedures

The Contract Sum, subject to adjustments made by written Change Order, shall be paid to Contractor in accordance with these Payment Terms and Procedures.

1. A deposit of 10% of the Contract Sum shall be paid to Contractor prior to commencement of Work. The deposit shall not be subject to retention. The deposit shall be applied against the Final Payment on the Work.
2. Owner shall make monthly progress payments to Contractor. On or about the 25th day of each month, the Contractor shall submit to Owner an Application for Payment for work performed through the date of the Application, in accordance with the schedule of values, and including Work manufactured and materials suitably stored at its manufacturing facility or such other designated off-site location.
3. Within ten (10) days' of receipt of Contractor's application for payment, Owner shall approve or deny the Application. Should Owner dispute any amounts contained in the Application, the Owner shall immediately notify Contractor in writing of any disputed amounts.
4. Within thirty (30) days' receipt of Contractor's application for payment, Owner shall pay Contractor the amount billed, less any amounts disputed timely in writing.
5. When the Contractor has achieved Substantial Completion, it shall notify the Owner in writing. Contractor may include in the following application for payment the balance of the Contract Sum, and Owner agrees to make payment as provided above. Owner shall inspect the Work within ten (10) days' receipt of written notice and, together with Contractor, the parties shall develop a written list of items (a "Punch List") to be completed or corrected.
6. When the Contractor has completed the Punch List work, it shall notify the Owner in writing and submit an Application for Final Payment. Within ten (10) days' receipt of written notice from Contractor, the Owner shall promptly inspect the Work, and, if the Work has been completed in accordance with the Contract Documents, shall promptly issue final payment, but in no event later than thirty (30) days' following receipt of Contractor's Application for Final Payment. If the Owner, upon inspection of the Work, disputes completion of a portion of the Work, the Owner shall promptly notify Contractor in writing of such dispute and shall pay the undisputed portion of the Contractor's billing. This process shall be repeated until such time as the Work has been approved and Contractor has been paid in full.
7. Interest on past due invoices shall accrue at the rate of seven percent (7%) per annum.
8. Contractor shall submit conditional lien waivers in favor of Owner with all billings it submits to Owner. Unconditional lien waivers in favor of Owner shall be furnished to the extent Contractor has received payment from Owner.
10. If the Owner properly withholds all or any portion of any payments under the terms of the Contract Documents, at no time may Owner withhold from Contractor's payments in excess of one and a half (1.5) times the amount of the costs Owner may incur under the terms of the

Initials _____ / _____
Owner Contractor

Contract Documents. In the event Owner elects to withhold payment for anticipated damages, Contractor shall be promptly notified in writing of the amount withheld and the detailed calculation for same.

Initials _____ / _____
Owner Contractor

Exhibit B
Warranty

Contractor warrants that the individual concrete Unifloat® modules will be free of defects in materials and workmanship for a period of five (5) years from date of Substantial Completion, and that all other dock components (including, but not limited to, walers, weldments, filler slabs, hardware, and fiberglass components) will be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. If within the warranty period the materials are found to be defective, the Owner must provide written notice of such defects within thirty (30) days from the date the defects are discovered. Owner's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by Contractor. Contractor is not liable for consequential or incidental damages resulting from such defects. Contractor hereby disclaims any and all implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose.

The Unifloat® system is intended for protected installations such as exist behind a permanent, fixed breakwater or floating concrete wave attenuator furnished by Contractor. Damage resulting from exposure of the Unifloat® system to conditions exceeding the design criteria identified in the Agreement between Owner and Design-Build Contractor, or in any other of the Contract Documents, is specifically excluded from this warranty. Contractor's warranty also excludes coverage for any loss, liability, damage or defect caused by abuse, misuse, accident, neglect, improper or insufficient maintenance, or to any equipment or products which have been repaired or altered by any person not authorized by Contractor.

Exhibit C
Separate Contracts of Owner

Owner will be performing the following work with its own forces or separate contracts in connection with the Project:

No known contracts at this time.

Initials _____ / _____
Owner Contractor